

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

PERFORMANCE AUTO COLLISION CENTER INC.,)	
)	
)	
Plaintiff,)	
)	Civil Action No.
v.)	
)	
STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, a foreign corporation,)	
)	
Defendant)	

**DEFENDANT STATE AUTOMOBILE MUTUAL INSURANCE
COMPANY’S NOTICE OF REMOVAL**

COMES NOW the Defendant, State Automobile Mutual Insurance Company (“State Auto”), and timely files its Notice of Removal pursuant to Fed. R. Civ. P. 81(c) and 28 U.S.C. §§ 1441 and 1446(a) and (b).

1.

The Plaintiff has filed a civil action against State Auto in the Superior Court of Gwinnett County, Georgia, Civil Action File No. 23-A-02426-3, (the “underlying action”) which is located within the Atlanta Division of the United States District Court for the Northern District of Georgia. See 28 U.S.C. § 90(a)(2).

2.

The Plaintiff filed their Complaint in the underlying action on or about March 23, 2023. (Exhibit “A”, Complaint.) The Summons and Complaint was served on State Auto on or about March 29, 2023. (Id.)

3.

In their Complaint, Plaintiff alleges that the cause of action arise from damage to their “real and personal property located at 625 Sims Industrial Blvd., Alpharetta, GA 30009” (the “Property”). (Complaint, ¶ 4.) In their Complaint, the Plaintiff alleges that they are “an entity conducting business in Fulton County, Georgia.” (the “Property”). (Complaint, ¶ 1.)

4.

State Auto, is an insurance company organized and existing under the laws of the State of Ohio, with its principal place of business located at 518 East Broad Street, Columbus, Ohio 43215. There is no evidence that the Plaintiff is a citizen of Ohio.

5.

Therefore, at the time of removal, the Complaint asserts claims by a citizen of the State of Georgia against only a non-citizen Defendant, State Auto, and there is complete diversity of citizenship.

6.

In their Complaint, the Plaintiff alleges that they made a demand in the amount of \$883,262.73 prior to filing suit, an amount in controversy which exceeds \$75,000.00, exclusive of interest and costs. (Ex. A, Complaint, ¶ 17.)

7.

This is a civil action of which this Court has original jurisdiction under the provisions of 28 U.S.C. § 1332 based on complete diversity of citizenship among the parties, where the amount in controversy exceeds \$75,000.00, exclusive of interest and costs, and which may be removed to this Court pursuant to 28 U.S.C. § 1441.

8.

This Notice of Removal is filed within thirty (30) days of the date of service of the Summons and Complaint on State Auto.

9.

State Auto attaches to this original pleading only, as Exhibit “A,” the entire record in the underlying action in the Superior Court of Gwinnett County, Georgia.

10.

The Undersigned has read this Notice of Removal, and to the best of the Undersigned’s knowledge, information and belief, formed after reasonable inquiry,

it is well-grounded in fact and is warranted by existing law, and it is not interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation.

WHEREFORE, Defendant notifies this Court and the parties hereto that the above-styled action, formerly pending in the Superior Court of Gwinnett County, Georgia, has been removed therefrom to this Court.

Respectfully submitted this 28th day of April 2023.

ISENBERG & HEWITT, P.C.

/s/ Hilary W. Hunter

Hilary W. Hunter

Georgia Bar No. 742696

600 Embassy Row, Suite 150

Atlanta, Georgia 30328

(770) 351-4400 Telephone

(770) 828-0100 Facsimile

Attorney for Defendant

**State Automobile Mutual Insurance
Company**

LOCAL RULE 7.1 CERTIFICATE

The undersigned counsel hereby certifies that this pleading was prepared with one of the font and point selections approved by the Court in L.R. 5.1.C. Specifically, Times New Roman was used in 14 point.

/s/ Hilary W. Hunter

Hilary W. Hunter

Georgia Bar No. 742696

Isenberg & Hewitt, P.C.

600 Embassy Row, Suite 150

Atlanta, Georgia 30328

770-351-4400 - T

Attorney for Defendant

EXHIBIT A

SHERIFF'S ENTRY OF SERVICECivil Action No. 23-A-02426-3

Superior Court ☒ Magistrate Court ☐
 State Court ☐ Probate Court ☐
 Juvenile Court ☐

Date Filed 3/23/2023Georgia, Gwinnett COUNTYPerformance Auto Collision Center, Inc.

Attorney's Address

Huggins Law Firm, LLC

Plaintiff

110 Norcross St.

VS.

Roswell, GA 30075State Automobile Mutual Insurance Company

Name and Address of Party to Served

State Automobile Mutual Insurance Company

Defendant

RA: Corporation Service Company2 Sun Court, Suite 400, Peachtree Corners, GA 30092

Garnishee

SHERIFF'S ENTRY OF SERVICE**PERSONAL**

I have this day served the defendant _____ personally with a copy
☐ of the within action and summons.

NOTORIOUS

I have this day served the defendant _____ by leaving a
 copy of the action and summons at his most notorious place abode in this County.

☐ Delivered same into hands of _____ described as follows:
 age, about _____ years; weight _____ pounds; height _____ feet and _____ inches, domiciled at the residence of
 defendant.

CORPORATION

Served the defendant _____ a corporation

☐ by leaving a copy of the within action and summons with
 In charge of the office and place of doing business of said Corporation in this County.

TACK & MAIL

I have this day served the above styled affidavit and summons on the defendant(s) by posting a copy of the same to the door of the premises
 designated in said affidavit and on the same day of such posting by depositing a true copy of same in the United States Mail, First Class in an
☐ envelope properly addressed to the defendant(s) at the address shown in said summons, with adequate postage affixed thereon containing notice
 to the defendant(s) to answer said summons at the place stated in the summons.

NON EST

Diligent search made and defendant _____
☐ not to be found in the jurisdiction of this Court.

This _____ day of _____, 20____.

DEPUTY

CLERK'S | DEFENDANT'S | PLAINTIFF'S COPY

IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA

Performance Auto Collision Center Inc.
1775 Hembree Road, Alpharetta, GA 30009
625 Sims Industrial Blvd., Alpharetta, GA 30009

23-A-02426-3

PLAINTIFF

CIVIL ACTION NUMBER: _____

VS

State Automobile Mutual Insurance Company
RA: Corporation Service Company
2 Sun Court, Suite 400
Peachtree Corners, GA 30092

DEFENDANT

SUMMONS

TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is:


J. Remington Huggins
Attorney For the Plaintiff
THE HUGGINS LAW FIRM, LLC
110 Norcross Street
Roswell, GA 30075
770-913-6229
remington@lawhuggins.com

an Answer to the Complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This _____ day of _____, 2023.

23rd day of March, 2023

Tiana P. Garner,
Clerk of Superior Court

BY: 
Deputy Clerk

IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIAPERFORMANCE AUTO COLLISION
CENTER INC.,
Plaintiff,

v.

STATE AUTOMOBILE MUTUAL
INSURANCE COMPANY,
a foreign corporation,
Defendant.

CIVIL ACTION FILE NO.:

23-A-02426-3

COMPLAINT

COMES NOW Plaintiff Performance Auto Collision Center Inc. , by and through the undersigned counsel, and files this Complaint for breach of first party property insurance contract and bad faith denial of insurance coverage against Defendant, State Automobile Mutual Insurance Company, and in support hereof, states as follows:

PARTIES

1.

Plaintiff is an entity conducting business in Fulton County, Georgia.

2.

Upon information and belief, Defendant is a foreign insurance company, registered to transact business in, and in fact transacts business in, the State of Georgia. Defendant is in the business of insuring risks and properties located throughout the United States, including Georgia. Defendant maintains an office at 2 Sun Court, Suite 400, Peachtree Corners, GA 30092 where it may be served with process through its registered agent, Corporation Service Company, as identified by the state of Georgia Secretary of State registry.

JURISDICTION AND VENUE

3.

This Court has subject matter jurisdiction over this action for breach of contract and bad faith denial of an insurance claim because the breached contract was entered into, and concerned property in, the state of Georgia and the amount in controversy exceeds \$15,000.00. This Court has personal jurisdiction over Defendant because Defendant is transacting business and insuring properties in the state of Georgia and has appointed a registered agent for service of process in Georgia pursuant to O.C.G.A. § 33-4-1 and O.C.G.A. § 33-4-4.

4.

Venue is proper in this Court because Defendant has a registered agent doing business in Gwinnett County pursuant to O.C.G.A. § 33-4-1, O.C.G.A. § 33-4-4.

5.

In addition, by virtue of the express terms of the insurance policy at issue, Defendant has consented to jurisdiction and venue of this Court.

THE POLICY

6.

Prior to March 25, 2021, and in consideration of the premiums paid to Defendant by the Plaintiff, Defendant issued a policy with Policy No. PBP 2872095 02 (the “Policy”). A true and accurate copy of the Policy is attached hereto as Exhibit “A.”

7.

The Policy provides numerous coverages for the real and personal property located at 625 Sims Industrial Blvd., Alpharetta, GA 30009 (the “Insured Property,” “Property,” or the “home”).

The Policy likewise insures against loss due to a tornado, subject to a deductible of \$2,500.00 per occurrence. (*See* Ex. A).

8.

The Policy is an all-perils policy providing coverage for sudden and accidental direct physical loss to the dwelling, other structures, and personal property. The Policy covers property repairs and personal property on a full replacement cost basis. (*See* Ex. A).

9.

The Policy covers various types of expenses, including reasonable and necessary costs incurred for temporary repairs to protect covered property from further imminent covered loss and additional living expenses. (*See* Ex. A).

SUDDEN AND ACCIDENTAL DAMAGE TO THE INSURED PROPERTY

10.

On or about March 25, 2021, the above-referenced property suffered damage from a sudden and accidental direct physical loss resulting from tornado (the “Loss”). The Policy was in effect at the time of the Loss.

11.

Plaintiff promptly and timely notified Defendant of the damage to the Property resulting from the Loss and made a claim pursuant to the Policy. As a result, Defendant assigned an adjuster (“Adjuster”) to investigate Plaintiff’s claim for sudden and accidental direct physical loss. The Adjuster was authorized as Defendant’s representative and agent for purposes of the claim.

12.

At all times, Plaintiff made themselves and the Property available to, and fully cooperated with, the Defendant and its representative and agent to inspect and investigate the damages caused by the loss.

13.

Defendant, through its authorized representative and agent, Adjuster, performed a site inspection of the Property.

14.

Defendant's authorized representative and agent, Adjuster, incurred the duty of acting with due diligence in achieving a proper disposition of the Plaintiff's claim when Adjuster undertook the handling of the claim.

15.

Defendant, through its authorized representative and agent, Adjuster, grossly underestimated the scope of loss suffered by the Plaintiff as a result of the tornado event. Defendant failed to properly indemnify the Plaintiff and estimated Plaintiff's total loss to be \$0.00. A true and accurate copy of the Defendant's denial letter is attached hereto as Exhibit "B."

16.

As a result of Defendant's gross underestimation, Plaintiff requested multiple times that Defendant reconsider its position regarding Defendant's estimate. Defendant refused to comply with the Plaintiff's requests and continued to frivolously and baselessly deny any additional payment on Plaintiff's claim. Furthermore, the Defendant continued to ignore the opinions of the Plaintiff's experts as to the extent of damage and the amount it will cost the Plaintiff to be properly indemnified for the Loss.

17.

Plaintiff made repeated requests for payment of the claim, including a written demand sent to Defendant on March 2, 2023. A true and accurate copy of the written demand is attached hereto as Exhibit "C." Despite this demand for \$883,262.73 less previous payments and the applicable deductible, Defendant continued to frivolously deny Plaintiff's claim without just cause when, under one or more portions of the Policy, the obligation to settle the claim became reasonably clear.

18.

The Plaintiff's March 2, 2023, correspondence (Ex. C) to Defendant was a letter of representation from Plaintiff's counsel and a formal 60-Day demand, pursuant to the guidelines set forth in O.C.G.A. §33-4-6. After putting Defendant on notice of a potential lawsuit through the formal 60-Day demand, the Defendant continued to deny Plaintiff's claim without just cause.

19.

Defendant did not act fairly or honestly toward the Plaintiff, or with due regard to the Plaintiff's claim and interests, when Defendant, under all circumstances articulated herein, failed to indemnify the Plaintiff for their damages in direct breach of the terms and conditions of the Policy.

20.

Plaintiff has fulfilled all conditions precedent and contractual obligations under the Policy prior to this lawsuit, or the same were waived.

21.

There exists a genuine, justifiable controversy between the Plaintiff and the Defendant as to whether Defendant is responsible for further indemnification owed to the Plaintiff as a result of the Loss. Plaintiff has exhausted every reasonable means possible to resolve this dispute with the Defendant. With no other option, Plaintiff was constrained to hire legal counsel, incur additional expenses, and file this lawsuit.

22.

Plaintiff has suffered loss under the Policy in an amount to be determined at trial.

COUNT I: BREACH OF CONTRACT

23.

Plaintiff hereby adopts, re-alleges, and incorporates their allegations set forth in Paragraphs 1-22 of this Complaint as if fully set forth herein.

24.

Plaintiff has performed all conditions precedent to the Defendant's obligation to perform under the Policy including, without limitation, the timely payment of premiums, timely notice of the claim, and post loss obligations, or the Defendant has waived any and all other conditions.

25.

Under the terms of the Policy, Defendant is required to fully indemnify the Plaintiff for the damages sustained from the Loss.

26.

Despite Plaintiff's timely written demand, Defendant failed to provide full indemnification to the Plaintiff under the terms of the Policy.

27.

Defendant failed to act in good faith and fair dealing under the terms of the Policy by refusing to properly investigate and fully indemnify the Plaintiff according to the terms of the Policy.

28.

The Plaintiff suffered damages as a direct result of Defendant's failure to indemnify the Plaintiff for their loss.

29.

All foregoing conduct constitutes a breach of contract that has resulted in damages to the Plaintiff.

30.

WHEREFORE, Plaintiff prays for this Court to enter an award in Plaintiff's favor of compensatory damages, attorneys' fees, pre- and post-judgment interest, and such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

31.

Plaintiff requests a trial by Jury on all counts of the Complaint.

PRAYER FOR RELIEF

32.

WHEREFORE, Plaintiff requests that after due proceedings are had, all appropriate penalties be assessed against the Defendant and that the Plaintiff receive any and all damages at

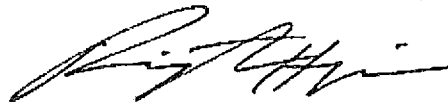
law to which they are justly entitled, and thus prays for judgment against the Defendant, as follows:

- a. That this Court grant judgment in favor of the Plaintiff and against Defendant in an amount to be determined at trial for breach of insurance contract.
- b. Compensatory damages, including all damages to the Plaintiff by the Defendant and any resulting expenses.
- c. Plaintiff's attorneys' fees and costs of suit in this action;
- d. Plaintiff's consultant and expert fees;
- e. Pre- and post-judgment interest in the maximum amount allowed by law;
- f. All statutory penalties;
- g. Any and all applicable multipliers; and,
- h. Any and all other relief that the Court may deem just and proper, whether such relief sounds in law or equity.

Dated, this 23rd day of March, 2023.

The Huggins Law Firm, LLC
110 Norcross Street
Roswell, GA 30075
(o) (770) 913-6229
(e) remington@lawhuggins.com
(e) mdturner@lawhuggins.com

RESPECTFULLY SUBMITTED,



J. Remington Huggins, Esq.
Georgia Bar No.: 348736
Michael D. Turner, Esq.
Georgia Bar No.: 216414

Attorneys for the Plaintiff

EXHIBIT A



**BUSINESS RECORDS
CERTIFICATE OF AUTHENTICITY**

I, Samantha Smith, am employed by State Auto Property & Casualty Insurance Company, 518 E. Broad Street, Columbus, OH 43215. My official title is Sr Technical Assistant.

I am familiar with the type of documents and records received, created, and relied upon by **State Automobile Mutual Insurance Company** in the ordinary course of its business.

The Documents and Records provided include the following:

Copy of Certified Policy PBP2872095 MOD 02 02/20/2021 – 02/20/2022 for PERFORMANCE AUTO COLLISION CENTER INC

I further certify that:

- A) such records were made at or near the time of the occurrence of the matters set forth, by (or from information transmitted by) a person with knowledge of those matters;
- B) such records were kept in the course of a regularly conducted business activity;
- C) the business activity made such records as a regular practice; and
- D) if such record is not an original, such record is a duplicate of the original.

I certify under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Samantha Smith

03/06/2023

SIGNATURE

DATE



MOBDEC PBP 2872095 02 02/18/2021 U4D PERF CPP * R 10MCGR0000454 030009

PBP 2872095 02

Your Independent Agent

**MCGRUFF INSURANCE SERVICES INC
1825 BARRETT LAKES BLVD NW STE
KENNESAW, GA 30144**

TO: INSURED

**PERFORMANCE AUTO COLLISION
CENTER INC;
1775 HEMBREE RD
ALPHARETTA, GA 30009**

MAILERDIRFLAT Issue Date 02/18/2021

12:17:58 PM

000010 Printed:
02/19/21 01:04:05

**STATE AUTO**

Insurance Companies

PBP 2872095 02

Acct. Number CL00081332

Your Independent Agent

MOGRIFF INSURANCE SERVICES INC
1825 BARRETT LAKES BLVD NW STE
KENNESAW, GA 30144

TO: INSURED

**PERFORMANCE AUTO COLLISION
CENTER INC;
1775 HEMBREE RD
ALPHARETTA, GA 30009**

Thank you for insuring with State Auto Insurance Companies. Attached is information about your new business, renewal or policy change. Please contact your agent with any questions.

Your coverages are listed on the attached declarations pages. Any new or revised coverage forms are attached.

The State Auto Insurance Companies and your independent agent strive to provide overwhelming service to you. Please let us know how we can best serve your needs.

ENCLOSED DOCUMENTS ARE POLICY INFORMATION ONLY. YOUR BILL WILL BE MAILED SEPARATELY, IF NEEDED.

If you have questions concerning policy payment status, please call Customer Service at 833-724-3577 (833-SAHELPS).

**PBP 2872095 02**

Corporate Headquarters
 518 East Broad Street
 P.O. Box 182822
 Columbus, OH 43218-2822
 614-464-5000

POLICY INFORMATION

Insured	Independent Agent
PERFORMANCE AUTO COLLISION CENTER INC; 1775 HEMBREE RD ALPHARETTA, GA 30009	MCGRIFF INSURANCE SERVICES INC 1825 BARRETT LAKES BLVD NW STE KENNESAW, GA 30144

Your policy documents are enclosed. Please contact your agent if you have any questions.
 Your bill will be sent separately.

STATEMENT OF ACCOUNT

Total Premium	Policy Number	Due Date
\$35,052.00	PBP 2872095 02	02/20/2021

Thank you for letting us serve your insurance needs.

ORIGINAL COPY

33 10 2872095 R021821
ACCOUNT BILL INSURED 11-PAY
33 YCL

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

POLICY NUMBER: PBP 2872095 02

NAMED INSURED AND ADDRESS:

PERFORMANCE AUTO COLLISION
CENTER INC;
1775 HEMBREE RD
ALPHARETTA, GA 30009

AGENCY NAME, ADDRESS AND TELEPHONE:

MCGRIFF INSURANCE SERVICES INC
1825 BARRETT LAKES BLVD NW STE
KENNESAW, GA 30144
770-429-0482

REGION: 33

AGENCY NUMBER: 0000454

POLICY PERIOD: FROM: FEBRUARY 20, 2021 TO: FEBRUARY 20, 2022 AT
12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

THESE DECLARATIONS PAGES CONTINUE THIS POLICY INFORCE FOR THE PERIOD

MORTGAGEES/LOSS PAYEES/ADDITIONAL INTERESTS/NAMED INSUREDS

COVERAGE PART/POLICY: PROPERTY
TYPE INTEREST: MORTGAGEE
LOCATION: 1/2/4/5
US SMALL BUSINESS ADM C/O GLOBAL
MANAGEMENT SRVCS LLC & KEYBANK
REAL ESTATE
11501 OUTLOOK ST STE 300
SHAWNEE MISSION, KS 66211COVERAGE PART/POLICY: PROPERTY
TYPE INTEREST: LOSS PAYEE
LOCATION: 1/2/3/4/5
US SMALL BUSINESS ADM C/O GLOBAL
MANAGEMENT SRVCS LLC & KEYBANK
REAL ESTATE
11501 OUTLOOK ST STE 300
SHAWNEE MISSION, KS 66211COVERAGE PART/POLICY: INLAND MARINE
TYPE INTEREST: LOSS PAYEE
LOCATION: 1/2/3/4/5
EQUIPMENT LEASING GROUP OF AMERICA
LLC; LAKESIDE BANK ISAOA/ATIMA
211 WAUKEGAN RD STE 10
WINNETKA, IL 60093COVERAGE PART/POLICY:
TYPE INTEREST:
LOCATION:COVERAGE PART/POLICY:
TYPE INTEREST:
LOCATION:COVERAGE PART/POLICY:
TYPE INTEREST:
LOCATION:COVERAGE PART/POLICY:
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TYPE INTEREST:
LOCATION:

ML 1 (08/86)

NEW PROTECTION AGAINST CYBER ATTACK AND CYBER EXTORTION NOW AVAILABLE

Named Insured And Mailing Address:

PERFORMANCE AUTO COLLISION
CENTER INC;
1775 HEMBREE RD
ALPHARETTA, GA 30009

Agent Name And Address:

MCGRUFF INSURANCE SERVICES INC
1825 BARRETT LAKES BLVD NW STE
KENNESAW, GA 30144

(770) 429-0482

CyberSecure Quotation For: PBP 2872095 02

Policy Period: 02/20/2021 To: 02/20/2022

Your professional independent insurance agent has designed your State Auto business insurance policy to protect you against the financial consequences of many unfortunate events.

However, your policy does not include a new coverage we've developed to guard against loss due to the ever increasing exposure of Computer Attacks. Businesses today depend increasingly upon computer technology to function, grow and prosper. Parties with ill intent are increasingly seeking to steal data, extort money, and disrupt your business operations through computer technologies.

Our new product includes coverage to:

- * Respond to Cyber Extortion and Denial of Service Attacks;
- * Restore or recreate lost data;
- * Pay to remediate damage to software;
- * Recover loss of income due to computer system downtime;
- * Develop a public relations strategy to minimize reputational risk;
- * Protect against legal actions alleging your lack of system security allowed damage to a third party; and
- * Protect against legal action stemming from information you've displayed on a website causing damages to a third party.

Your current policy **does not** provide coverage for these expenses.

State Auto had developed a new coverage option that can help your business deal with the financial consequences of a Cyber Attack or Cyber Extortion. It's called **CyberSecure**. It pays expenses described above and it defends your business against lawsuits resulting from a Cyber Attack or Cyber Extortion.

CyberSecure at a \$100,000 limit can be added to your business insurance policy during this policy term for an annual premium of \$321.00.

Higher limits may be available. A basic limit of \$50,000 may also be available with some reduced coverage.

Please contact your State Auto agent for more information, or to request that **CyberSecure** be attached to your policy.

**PBP 2872095 02**

NAMED INSURED AND MAILING ADDRESS:
**PERFORMANCE AUTO COLLISION
CENTER INC;
1775 HEMBREE RD
ALPHARETTA, GA 30009**

AGENT NAME AND ADDRESS:
**MCGRIFF INSURANCE SERVICES INC
1825 BARRETT LAKES BLVD NW STE
KENNESAW, GA 30144**

(770) 429-0482

Dear Valued Customer,

Thank you for allowing us to provide your important insurance protection. Your satisfaction with your insurance coverage is essential to us and we would like to keep you informed about changes to your policy.

Please take a moment and review the notices listed below. These notices are intended to make you aware of important changes such as coverage broadenings, reductions or restrictions. Your careful review is appreciated.

If you have any questions about these changes, please contact your insurance agency at the address and phone number shown above.

Again, thank you for placing your insurance with State Auto Insurance Companies!

POLICYHOLDER INFORMATION

CG 67 6 04 95
PN 02 39 07 07
PS 00 11 07 07
MC 78 03 91
PS 00 28 01 12
PS 00 38 01 14

Retain Original Policy Documents
If You Have a Claim
Notice of Premium Audit
Contractors - Hiring Subcontractors - SAVE Information
Data Compromise Breach Helpline
Data Compromise Breach E-Risk Hub Stuffer

POLICYHOLDER DISCLOSURE - NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act (Act), as amended, that you have a right to purchase insurance coverage for losses arising out of certified acts of terrorism. The term "certified act of terrorism" means any act that is certified by the Secretary of the Treasury - in accordance with the provisions of the federal Terrorism Risk Insurance Act - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that coverage provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided on the policy Declarations page and does not include any charges for the portion of loss covered by the federal government under the act.

LIMITATION ON PAYMENT OF TERRORISM LOSSES

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurer's liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

If you purchase this coverage on an umbrella policy, you must also purchase this coverage for underlying general liability policies.

In the context of a newly issued policy or renewal offer, this form becomes part of the application for this coverage.

You may select terrorism insurance coverage as follows:

The portion of your annual policy premium that is attributable to coverage for certified acts of terrorism is shown on the declarations page. If you wish to reject this coverage, please read and complete the form below.

You may reject terrorism insurance coverage as follows:

You may elect to decline coverage for certified acts of terrorism. However, if your policy covers property located in a state with a fire following statutory requirement, the terrorism exclusion makes an exception for fire losses to such covered property resulting from certified acts of terrorism. If you choose to decline coverage for certified acts of terrorism, that rejection is not applicable to fire losses to property in those states resulting from certified acts of terrorism, unless excepted by statute or other regulatory means. A separate premium is displayed on the declarations page for coverage for fire losses that result from certified acts of terrorism.

To reject coverage, you must 'X' the box below, sign your name, print your name, date this form and return it to the company within 30 days. If you choose not to reject this coverage, you do not need to return this form.

<input type="checkbox"/>	I hereby elect to exclude losses arising from certified acts of terrorism and understand that I will have no coverage for losses resulting from certified acts of terrorism. I understand that if I exclude certified acts of terrorism coverage, coverage will not be available until my next renewal.
--------------------------	---

Policyholder/Applicant's Signature

Print Name

Date

State Automobile Mutual Insurance Company

Insurance Company

PBP 2872095 02

Policy Number

10 — 0000454

MCGRUFF INSURANCE SERVICES INC
1825 BARRETT LAKES BLVD NW STE
KENNESAW, GA 30144

(770) 429-0482



STATE AUTO

Insurance Companies

PBP 2872095 02

YOUR BUSINESS POLICY RENEWAL

**PLEASE RETAIN YOUR ORIGINAL POLICY FOR
A COMPLETE DESCRIPTION OF YOUR COVERAGE**

STATE AUTO INSURANCE COMPANIES

CG 676 04 95 Page 1 of 1

*//*CG 676 04 95

**STATE AUTO**

Insurance Companies

PBP 2872095 02

Thank you for allowing us to serve your insurance needs

STATE AUTO Claim Handlers:

Fair, Friendly and Fast

State Auto is proud of the service we provide our policyholders when they have a claim. We hope you never have a claim but, if you do, we want to make it as painless and worry-free as possible. We're committed to providing service that's fast - as well as fair and friendly. In fact, we pledge to make an honest effort to contact you within two hours of the time we receive the report of your loss.*

Please notify your agent as soon as feasible if you have a claim. The sooner your agency knows about your loss, the sooner they can report it to us so we can begin working with you to handle the claim.

* Although we always want to accomplish the two-hour contact time mentioned in our pledge - and we usually do call within that time period - we're sure you understand that may be impossible at certain unusual times such as when we're faced with a large weather-related catastrophe affecting many people in the same area.

To report a claim:

- * Call your agent or
- * Call State Auto directly at 833-724-3577 (833-SAHELPS) or
- * Report your claim on [StateAuto.com](https://www.stateauto.com)

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**STATE AUTO**

Insurance Companies

PBP 2872095 02**ATTENTION POLICYHOLDER****Notice of Premium Audit**

When we issue a General Liability or Workers Compensation insurance coverage, we base its premiums on estimated values over the upcoming policy period, such as payroll, sales or the cost of work subcontracted to others. Throughout the policy period, the actual values may fluctuate from the amounts used to estimate the policy premium.

To determine the actual values developed over the policy period, we may conduct a premium audit at the end of the term by way of an accounting records review. This review may be by telephone, mail, or a physical examination of the business's accounting records by a State Auto representative.

Final premiums are then adjusted up or down, based on how the actual values compared to the originally estimated values.

Here are some suggestions that can help make the premium audit process take as little of your time as possible, yet result in the most accurate calculation of your actual premium:

1. Before your scheduled appointment with the auditor, have your payroll and sales records ready for review for the policy period being audited.
2. Payroll should include an itemized list of all employees and all labor used, and their payroll including overtime, commissions and bonuses for each job duty performed.
3. Sales include the total gross income from the sale and/or installation of goods you sold.
4. If you hire any subcontractors, be prepared to provide the names and the total cost of labor and materials used or delivered for use in the execution of work done by each contractor.
5. The auditor will also ask to review the liability certificates of insurance for the subcontractors doing work on your behalf.

We recommend you require certificates of insurance from all of your subcontractors and keep them on file. Not only can this practice help protect you from the financial consequences of losses caused by your subcontractors, it can also help you avoid potentially higher premium charges than if this important risk management control were not in place.

By maintaining proper accounting records and providing information as requested during the premium audit, you help to manage your overall insurance costs.

Please contact your State Auto agent should you have any questions relating to your policy.

**STATE AUTO**

Insurance Companies

PBP 2872095 02

ATTENTION CONTRACTORS - IT'S TIME TO SAVE!

Protect yourself from needless costs and liabilities. Follow these important steps when working with subcontractors.

S

afety programs are essential for your subcontractors as well as your own employees.

For the safety of all workers on your job sites, it's essential that subcontractors observe the loss control regulations you've established for your business.

Make sure that the contracts you sign require your subcontractors to comply with all state safety requirements, as well as your own safety standards. The documents should also specify that if subcontractors in turn hire subcontractors, the latter must also comply.

Clearly state your own safety regulations within the contract. Be sure to describe the steps you will take if any subcontractor fails to correct an unsafe condition on the job. This way, everyone knows what's expected -- and what will happen if standards are not met.

A

greements with your subcontractors on their responsibilities should be entered into before work begins.

Hold-Harmless Agreements are an important form of protection for your business. When written in your favor, these legal documents confirm that your subcontractors will assume liability for Bodily Injury or Property Damage losses arising from their actions -- whether suffered by the public or by another contractor's employees on the job site.

Hold-Harmless Agreements are a vital supplement to Certificates of Insurance. These documents confirm that subcontractors are responsible for their own work -- as well as their own insurance protection. Make sure that both are received before your subcontractors begin their activities. Remember that these documents should certify protection for the full duration of the subcontractor's job.

V

erify insurance protection is secured by all subcontractors before work begins.

The subcontractors you hire should carry their own General Liability, Automobile Liability and Workers Compensation insurance. Their failure to do so can cost you in two ways:

- In many states, subcontractors who do not carry their own coverage are treated as your employees for insurance purposes. (Their employees would also be treated as part of your work force.) This may increase the cost of your General Liability and Workers Compensation insurance.



PBP 2872095 02

- As general contractor, you may be held responsible for the work of your subcontractors. If they have no insurance, you may have to pay for Bodily Injury or Property Damage losses arising from their actions. State law may also require you to pay for injuries suffered by uninsured subcontractors or their employees, if these injuries occur on your job site.

Help prevent these problems by requiring that all subcontractors supply Certificates of Insurance for General Liability, Auto Liability and Workers Compensation coverages before they start work. File these documents in a secure place -- and check with subcontractors regularly to make certain coverage has not lapsed or been cancelled. Coverage must remain in force for the entire period your subcontractors will be on the job.

While we cannot suggest what limits will be adequate, the following may be used as a guideline. These are the minimum limits required to save you the cost of providing for your Subcontractors' protection under your coverage.

Minimum General Liability Coverage

- \$300,000 Products/Completed Operations Aggregate
- \$300,000 General Aggregate
- \$300,000 Any One Occurrence (Coverage A)
- \$300,000 Any One Person or Organization (Coverage B)

NOTE: Your subcontractors' General Liability coverage must be written on an occurrence basis.

IF THE WORK BEING PERFORMED BY SUBCONTRACTORS IS UNUSUALLY HAZARDOUS, YOU SHOULD REQUIRE HIGHER GENERAL LIABILITY LIMITS. Your agent can help you establish the proper limits for greater-than-average exposures.

Minimum Automobile Liability Coverage

\$300,000 Each Accident

NOTE: Your subcontractors' Auto Liability coverage should be written to cover all owned and non-owned autos.

Minimum Employers Liability Coverage (Coverage "B" on the Workers Compensation Policy)

\$100,000 Each Accident
\$100,000 Each Employee for Injury by Disease
\$500,000 Aggregate for Injury by Disease

Enter each job with the security of knowing you've protected yourself and your subcontractors.

Your agent will be glad to answer any questions you have about protection for you and your subcontractors. We encourage you to take these steps today to protect yourself and those who work for you.

**PBP 2872095 02**

IMPORTANT INFORMATION

This notice describes an additional benefit being provided to you as a State Auto policyholder with Data Compromise Plus coverage. Please review this document carefully and contact your agent if you have any questions.

STATE AUTO INSURANCE IDENTITY RECOVERY HELP LINE

1-800-414-9783

This policy provides you access to the State Auto Insurance Identity Recovery Help Line. The identity recovery help line can provide individuals who qualify as an "identity recovery insured" with:

- 1) Information and advice for how to respond to a possible "identity theft"; and
- 2) Instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.

An "identity recovery insured" means:

- a. An individual or sole proprietor when the policyholder is described as an Individual or Sole proprietor.
- b. The current partners when the policyholder is described as a partnership.
- c. All the individuals having 20% or more ownership interest for policyholders described as a corporation or other organization. However, if no one has an ownership position of 20% or more, then the "identity recovery insured" will be the chief executive officer or with respect to a religious institution, the senior ministerial employee.

No coverage is provided by this notice nor can it be construed to replace any provision of your policy. This notice is only intended to bring more attention to this valuable service which is part of the Data Compromise Plus coverage you have elected to purchase. If there is any conflict between the policy and this summary, the provisions of the policy shall prevail.

Please refer to your policy for the actual terms, coverage amounts, conditions and exclusions. If you have any questions, or wish to increase or reduce your limits, please contact your independent State Auto Insurance agent.

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**PBP 2872095 02**

Be Prepared for a Data Breach!

Check Out The eRisk Hub Risk Management Portal!

You've taken a great first step toward protecting your business from a data breach by purchasing a State Auto business insurance policy with our exclusive Data Compromise Plus coverage.

However, if your organization suffers a data breach, would you be prepared? As we all know from the news, even very large companies aren't always ready to respond. Yet, when a breach occurs, time is of the essence.

Now you can develop an effective data breach response plan in advance of a crisis that can help you be prepared, protect your customer relationships, and protect your business reputation.

As part of your Data Compromise Plus coverage, State Auto provides you an online data breach portal that equips you with a risk management tool to help you be prepared should a breach occur. There is no cost to you! This is a complimentary service to you as a State Auto Data Compromise Plus policyholder.

The portal is called **eRisk Hub**, and it's designed to help you better understand your risks and establish a response plan so you can minimize the financial effects of a data breach should one occur.

Key Features of the eRisk Hub Portal

- * Incident Response Plan Roadmap - suggested steps to take following a data breach
- * Online Training Modules - ready-to-use training on privacy Best Practices and Red Flag Rules
- * Risk Management Tools - assist you in managing our cyber risk, including state notification laws
- * News Center - cyber risk and security news stories, helpful industry links, security blogs
- * Learning Center - Best Practices stories and webinars from leading cyber security experts
- * eRisk Resources - a directory to quickly find external resources on pre- and post-breach disciplines

Register for eRisk Hub Now

To access the eRisk Hub portal, all you need to do is register and set up your unique User ID and Password. Just follow these steps:

- * Go to www.stateauto.com and click on Insurance at the top of the page. Next, select Business in the left menu box. Use the link on the right of the page titled **Data Compromise Plus**. From this page, click on the link **eRisk Hub** in the center of the page.
- * Complete the information in the center of the page, including your name and company. Please note that your User ID and Password are case-sensitive.
- * Enter your assigned **access code: 12116-4**.
- * Enter the challenge word on the screen and click "Submit".
- * You will get a "Registration Complete" message on the next screen. You can now login to the portal.

**STATE AUTO**

Insurance Companies

PBP 2872095 02**PREFERRED BUSINESS POLICY COMMON DECLARATIONS**

NAMED INSURED AND MAILING ADDRESS: First Named Insured Is Specified To Be: PERFORMANCE AUTO COLLISION CENTER INC; 1775 HEMBREE RD ALPHARETTA, GA 30009		AGENT NAME AND ADDRESS: MCGRUFF INSURANCE SERVICES INC 1825 BARRETT LAKES BLVD NW STE KENNESAW, GA 30144	
POLICY PERIOD: From: 02/20/2021 To: 02/20/2022		AGENT TELEPHONE NUMBER: (770) 429-0482	AGT. NO. 0000454
COVERAGE PROVIDED BY: State Automobile Mutual Insurance Company		A STATE AUTO INSURED SINCE: 2020	
AUDITABLE POLICY: Yes	POLICY STATUS: Renewal	AFTER-HOURS CLAIMS SERVICE: 1-877-SA-CLAIM or www.stateauto.com	

The coverage and these declarations are effective 12:01 AM Standard Time on **02/20/2021** at the above mailing address.

BUSINESS ENTITY TYPE: Corporation	BILLING ACCOUNT NUMBER: CL00081332 Account Bill Insured 11-Pay	BILLING QUESTIONS? Call 833-724-3577
BUSINESS DESCRIPTION: Auto Service		

Upon valid payment of premium when due, these renewal declarations continue your policy for the period indicated. In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

PREMIUM SUMMARY BY COVERAGE PARTS AND POLICIES

This policy consists of the following coverage parts or policies for which a premium is indicated. This premium may be subject to adjustment.

COVERAGE PARTS	PREMIUMS
Commercial Property Coverage Part	\$13,915.00
Commercial General Liability Coverage Part	\$15,385.00
SELF-CONTAINED POLICIES	
Commercial Inland Marine Policy	\$252.00
Commercial Umbrella Policy	\$5,500.00
Terrorism (included in total below)	\$343.00
POLICY TOTAL AT INCEPTION	\$35,052.00

These declarations together with the Common Policy Conditions and coverage form(s) and any endorsement(s) identified on these declarations and attached to your policy complete the above numbered policy.

Countersigned _____ By _____

(Date)

(Authorized Representative)

Issue Date 02/18/2021

12:17:58 PM

SI 50 00 (01/04) Page 001 of 002

**STATE AUTO®**

Insurance Companies

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FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS

NEW	FORM OR ENDORSEMENT AND EDITION DATE	ENDORSEMENT TITLE (Only the endorsement titles are shown below, please review the form for a complete description of coverage.)
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SI 00 17 11 98

Common Policy Conditions

SI 10 08 01 16

Common Policy Jacket

SI 11 00 01 04

Installment Payments

IL 00 03 09 08

Calculation of Premium

IL 02 62 02 15

Georgia Changes - Cancellation and Nonrenewal (CGL, LL, PCO)

*

PN 00 83 01 15

Notice of Terrorism Insurance Coverage

*Indicates a new form has been added or a replacement form has been substituted for one of an earlier edition. Please retain all forms.

NAMED INSURED AND MAILING ADDRESS

In addition to the First Named Insured shown on page 001
of this Declarations, the following are also named insureds:

Business Entity Type

PAC DIMINISH EXPERT LLC

Ltd Liability Co

**STATE AUTO**

Insurance Companies

PBP 2872095 02**COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS****Blanket Summary Information****COVERAGES PROVIDED**

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
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Blanket Building - Per Statement of Values on File with Company

\$5,634,720 Special Form **\$2,500** 100% Replacement Cost **\$10,030**
 Agreed Value applied with value of \$5,634,720 expiring 02/20/2022
 Inflation Guard: 4%
 Terrorism Insurance Coverage **\$169**

Blanket Business Personal Property - Per Statement of Values on File with Company

\$988,000 Special Form **\$2,500** 100% Replacement Cost **\$1,788**
 Agreed Value applied with value of \$988,000 expiring 02/20/2022
 Inflation Guard: 4%
 Terrorism Insurance Coverage **\$30**



PBP 2872095 02

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

DESCRIPTION OF PREMISES	Premises 0001	Building 001
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Building Address

1775 Hembree Rd
Alpharetta, GA 30009

Construction/Protection Class

Construction: Non-Combustible
Protection Class 01

CLASS CODE	OCCUPANCY
0933	1775 Hembree Rd: Performance Auto

COVERAGES PROVIDED

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
Signs	\$15,000	Special Form Terrorism Insurance Coverage	\$2,500	80%	Replacement Cost	\$17 \$1
Equipment Breakdown			\$2,500			\$597
Business Income: Actual Loss Sustained; 12 month limitation		Special Form				\$580
Period of Restoration - 72 Hour Time Period is Eliminated		Terrorism Insurance Coverage				\$20
Building - Blanket - See Blanket Summary						
Business Personal Property - Blanket - See Blanket Summary						



STATE AUTO
Insurance Companies

PBP 2872095 02

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

DESCRIPTION OF PREMISES	Premises 0002	Building 001
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Building Address

11525 N Fulton Industrial
Alpharetta, GA 30009

Construction/Protection Class

Construction: Non-Combustible
Protection Class 01

CLASS CODE	OCCUPANCY
0933	11525 N Fulton; Performance Auto

COVERAGES PROVIDED

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
----------	--------------------------	------------------------------	------------	------------------	--------------------------	---------

Equipment Breakdown

\$2,500

Included

Business Income: Actual Loss Sustained; 12 month limitation

Special Form

Period of Restoration - 72 Hour Time Period is Eliminated

Included

Building - Blanket - See Blanket Summary

Business Personal Property - Blanket - See Blanket Summary



PBP 2872095 02

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

DESCRIPTION OF PREMISES	Premises 0003	Building 001
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Building Address

11515 N Fulton Industrial
Alpharetta, GA 30009

Construction/Protection Class

Construction: Non-Combustible
Protection Class 01

CLASS CODE	OCCUPANCY
0933	11515 N Fulton: Performance Auto

COVERAGES PROVIDED

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
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Equipment Breakdown

\$2,500

Included

Business Income: Actual Loss Sustained; 12 month limitation

Special Form

Period of Restoration - 72 Hour Time Period is Eliminated

Included

Business Personal Property - Blanket - See Blanket Summary

**PBP 2872095 02****COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS**

DESCRIPTION OF PREMISES	Premises 0004	Building 001
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Building Address

11510 N Fulton Industrial
Alpharetta, GA 30009

Construction/Protection Class

Construction: Joisted Masonry
Protection Class 01

CLASS CODE	OCCUPANCY
0933	11510 N Fulton (Alt Address 625 Sims): Multi-Tenant Bldg

COVERAGES PROVIDED

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
----------	--------------------------	------------------------------	------------	------------------	--------------------------	---------

Equipment Breakdown

\$2,500

Included

Business Income: Actual Loss Sustained; 12 month limitation
Special Form

Period of Restoration - 72 Hour Time Period is Eliminated

Included

Building - Blanket - See Blanket Summary

Business Personal Property - Blanket - See Blanket Summary

DESCRIPTION OF PREMISES	Premises 0005	Building 001
-------------------------	---------------	--------------

Building Address

625b Sims Industrial Blvd
Alpharetta, GA 30009

Construction/Protection Class

Construction: Joisted Masonry
Protection Class 01

CLASS CODE	OCCUPANCY
0933	625b Sims (Alt Address 11510 N Fulton): Multi-Tenant Bldg

**STATE AUTO**

Insurance Companies

PBP 2872095 02**COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS****COVERAGES PROVIDED PREMISES****Premises 0005****Building 001****Continued**

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
----------	--------------------------	------------------------------	------------	------------------	--------------------------	---------

Equipment Breakdown

\$2,500

Included

Business Income: Actual Loss Sustained; 12 month limitation

Special Form

Period of Restoration - 72 Hour Time Period is Eliminated

Included

Building - Blanket - See Blanket Summary

Business Personal Property - Blanket - See Blanket Summary

Terrorism (included in total below)

\$220

Total Property Premium

\$13,232

Property Plus Endorsement

\$683

Total Commercial Property

\$13,915



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FORMS AND ENDORSEMENTS
APPLICABLE TO THE COMMERCIAL PROPERTY COVERAGE PART

NEW	FORM OR ENDORSEMENT AND EDITION DATE	ENDORSEMENT TITLE (Only the endorsement titles are shown below, please review the form for a complete description of coverage.)
	CP 00 90 07 88	Commercial Property Conditions
	CP 01 40 07 06	Exclusion of Loss Due to Virus or Bacteria
	CP 00 10 10 12	Building and Personal Property Coverage Form
	IL 09 52 01 15	Cap on losses from Certified Acts of Terrorism
	CP 01 31 03 13	Georgia Changes
	CP 10 30 10 12	Causes of Loss-Special Form
	CP 04 11 10 12	Protective Safeguards
	CP 99 93 10 90	Tentative Rates
	CP 14 40 06 07	Outdoor Signs
	SP 00 19 09 16	Equipment And Technology Breakdown Coverage
	SP 10 06 10 16	Property Plus Endorsement
	CP 00 30 10 12	Business Income (And Extra Expense) Coverage Form
	SP 00 15 01 05	Business Income Changes
	CP 15 56 06 07	Business Income Changes - Beginning Of The Period Of Restoration (No Waiting Period)
	CP 12 18 10 12	Loss Payable Provisions
*	IL 09 85 01 15	Disclosure Pursuant to Terrorism Risk Insurance Act

*Indicates a new form has been added or a replacement form has been substituted for one of an earlier edition. Please retain all forms.



STATE AUTO
Insurance Companies

PBP 2872095 02

**ADDITIONAL INTERESTS/INSURED
COMMERCIAL PROPERTY**

MORTGAGEE	ORDER	LOC/BLDG
UNITED COMMUNITY BANK ISAOA ATIMA PO BOX 7092 TROY, MI 48007	1st Mortgagee	0001 / 001
SIGNATURE BANK OF GEORGIA 6065 ROSWELL RD STE 600 ATLANTA, GA 30328	1st Mortgagee	0001 / 001
US SMALL BUSINESS ADM (SEE AML1 NAME CONTINUATION) 11501 OUTLOOK ST STE 300 SHAWNEE MISSION, KS 66211	1st Mortgagee	0001 / 001
EVOLVE BANK & TRUST: SBA SERVICING ISAOA ATIMA 6070 POPLAR AVE STE 200 MEMPHIS, TN 38119	1st Mortgagee	0001 / 001
UNITED COMMUNITY BANK ISAOA ATIMA PO BOX 7092 TROY, MI 48007	1st Mortgagee	0002 / 001
SIGNATURE BANK OF GEORGIA 6065 ROSWELL RD STE 600 ATLANTA, GA 30328	1st Mortgagee	0002 / 001
US SMALL BUSINESS ADM (SEE AML1 NAME CONTINUATION) 11501 OUTLOOK ST STE 300 SHAWNEE MISSION, KS 66211	1st Mortgagee	0002 / 001
EVOLVE BANK & TRUST: SBA SERVICING ISAOA ATIMA 6070 POPLAR AVE STE 200 MEMPHIS, TN 38119	1st Mortgagee	0002 / 001

**PBP 2872095 02**

**ADDITIONAL INTERESTS/INSUREDS
COMMERCIAL PROPERTY**

MORTGAGEE	ORDER	LOC/BLDG
SIGNATURE BANK OF GEORGIA 6065 ROSWELL RD STE 600 ATLANTA, GA 30328	1st Mortgagee	0004 / 001
US SMALL BUSINESS ADM (SEE AML1 NAME CONTINUATION) 11501 OUTLOOK ST STE 300 SHAWNEE MISSION, KS 66211	1st Mortgagee	0004 / 001
EVOLVE BANK & TRUST: SBA SERVICING ISAOA ATIMA 6070 POPLAR AVE STE 200 MEMPHIS, TN 38119	1st Mortgagee	0004 / 001
UNITED COMMUNITY BANK ISAOA ATIMA PO BOX 7092 TROY, MI 48007	1st Mortgagee	0005 / 001
SIGNATURE BANK OF GEORGIA 6065 ROSWELL RD STE 600 ATLANTA, GA 30328	1st Mortgagee	0005 / 001
US SMALL BUSINESS ADM (SEE AML1 NAME CONTINUATION) 11501 OUTLOOK ST STE 300 SHAWNEE MISSION, KS 66211	1st Mortgagee	0005 / 001
EVOLVE BANK & TRUST: SBA SERVICING ISAOA ATIMA 6070 POPLAR AVE STE 200 MEMPHIS, TN 38119	1st Mortgagee	0005 / 001
LOSS PAYEE	APPLICABLE CLAUSE	LOC/BLDG
SIGNATURE BANK OF GEORGIA 6065 ROSWELL RD STE 600 ATLANTA, GA 30328	C.1 - Loss Payable	0001 / 001

**PBP 2872095 02**

ADDITIONAL INTERESTS/INSURED COMMERCIAL PROPERTY

LOSS PAYEE	APPLICABLE CLAUSE	LOC/BLDG
US SMALL BUSINESS ADM (SEE AML1 NAME CONTINUATION) 11501 OUTLOOK ST STE 300 SHAWNEE MISSION, KS 66211	C.1 - Loss Payable	0001 / 001
EVOLVE BANK & TRUST: SBA SERVICING ISAOA ATIMA 6070 POPLAR AVE STE 200 MEMPHIS, TN 38119	C.1 - Loss Payable	0001 / 001
SIGNATURE BANK OF GEORGIA 6065 ROSWELL RD STE 600 ATLANTA, GA 30328	C.1 - Loss Payable	0002 / 001
US SMALL BUSINESS ADM (SEE AML1 NAME CONTINUATION) 11501 OUTLOOK ST STE 300 SHAWNEE MISSION, KS 66211	C.1 - Loss Payable	0002 / 001
EVOLVE BANK & TRUST: SBA SERVICING ISAOA ATIMA 6070 POPLAR AVE STE 200 MEMPHIS, TN 38119	C.1 - Loss Payable	0002 / 001
SIGNATURE BANK OF GEORGIA 6065 ROSWELL RD STE 600 ATLANTA, GA 30328	C.1 - Loss Payable	0003 / 001
US SMALL BUSINESS ADM (SEE AML1 NAME CONTINUATION) 11501 OUTLOOK ST STE 300 SHAWNEE MISSION, KS 66211	C.1 - Loss Payable	0003 / 001
EVOLVE BANK & TRUST: SBA SERVICING ISAOA ATIMA 6070 POPLAR AVE STE 200 MEMPHIS, TN 38119	C.1 - Loss Payable	0003 / 001


STATE AUTO

Insurance Companies

PBP 2872095 02

ADDITIONAL INTERESTS/INSUREDS COMMERCIAL PROPERTY

LOSS PAYEE	APPLICABLE CLAUSE	LOC/BLDG
SIGNATURE BANK OF GEORGIA 6065 ROSWELL RD STE 600 ATLANTA, GA 30328	C.1 - Loss Payable	0004 / 001
US SMALL BUSINESS ADM (SEE AML1 NAME CONTINUATION) 11501 OUTLOOK ST STE 300 SHAWNEE MISSION, KS 66211	C.1 - Loss Payable	0004 / 001
EVOLVE BANK & TRUST: SBA SERVICING ISAOA ATIMA 6070 POPLAR AVE STE 200 MEMPHIS, TN 38119	C.1 - Loss Payable	0004 / 001
SIGNATURE BANK OF GEORGIA 6065 ROSWELL RD STE 600 ATLANTA, GA 30328	C.1 - Loss Payable	0005 / 001
US SMALL BUSINESS ADM (SEE AML1 NAME CONTINUATION) 11501 OUTLOOK ST STE 300 SHAWNEE MISSION, KS 66211	C.1 - Loss Payable	0005 / 001
EVOLVE BANK & TRUST: SBA SERVICING ISAOA ATIMA 6070 POPLAR AVE STE 200 MEMPHIS, TN 38119	C.1 - Loss Payable	0005 / 001

**PBP 2872095 02****COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS**

The coverages provided are described in the coverage forms and endorsements attached to your policy and identified in these declarations. The most we will pay for any one occurrence is the greatest of the applicable limit of insurance shown below. Higher limits shown below supersede limits for the same coverage described in the coverage forms and endorsements.

Property Plus Endorsement Schedule of Coverages Per SP 10 06

OPTIONAL COVERAGES	LIMIT OF INSURANCE	PREMIUM
Accounts Receivable	\$100,000	Included
Additional Covered Property	\$100,000	Included
Arson and Theft Reward	\$25,000	Included
Backup of Sewers and Drains	\$100,000	Included
Brands and Labels	Included	Included
Building Glass Damage - \$500 deductible	Included	Included
Business Income and Extra Expense	\$75,000	Included
Business Income - Dependent Properties	\$75,000	Included
Business Personal Property - Seasonal Automatic Increase	25%	Included
Claim Data Expense	\$10,000	Included
Computer Coverage	\$25,000	Included
Consequential Damage	\$25,000	Included
Credit Card Slips	\$10,000	Included
Debris Removal	\$100,000	Included
Difference in Value - Leased Equipment	Included	Included
Electronic Data	\$25,000	Included
Employee Theft	\$10,000	Included
Equipment Breakdown	Optional	Included
Extended Business Income (only if Business Income Coverage is endorsed)	90 consecutive days	Included
Fine Arts (with breakage)	\$25,000	Included
Fire Department Service Charge	\$25,000	Included
Fire Extinguisher Recharge Expense	\$5,000	Included
Forgery or Alteration	\$5,000	Included
Inflation Guard - Buildings and Your Business Personal Property	4%	Included
Lock Replacement	\$1,000	Included
Money Orders and Counterfeit Paper Currency	\$5,000	Included
Money and Securities	\$10,000 In/\$10,000 Out	Included
Newly Acquired or Constructed Property		
(1) Building	\$2,000,000	Included
(2) Your Business Personal Property	\$1,000,000	Included
(3) Time Limitation	90 Days	Included
Ordinance or Law:		
Undamaged Portion (Coverage A)	Building Limit	Included
Debris Removal (Coverage B)	\$250,000	Included
Increased Cost of Construction (Coverage C)	\$250,000	Included
Outdoor Property - \$2,500 for any one tree, shrub or plant:	\$50,000	Included
Outdoor Signs	\$25,000	Included

(Continued On Next Page)

**STATE AUTO**

Insurance Companies

PBP 2872095 02**COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS**

The coverages provided are described in the coverage forms and endorsements attached to your policy and identified in these declarations. The most we will pay for any one occurrence is the greatest of the applicable limit of insurance shown below. Higher limits shown below supersede limits for the same coverage described in the coverage forms and endorsements.

Property Plus Endorsement Schedule of Coverages Per SP 10 06

OPTIONAL COVERAGES	LIMIT OF INSURANCE	PREMIUM
Personal Effects and Property of Others	\$50,000	Included
Pollutant Clean Up and Removal	\$50,000	Included
Premises - Boundary	1,000 feet	Included
Property Off-Premises	\$50,000	Included
Tenants Glass - \$500 deductible	\$15,000	Included
Tenant Lease Obligation	\$7,500	Included
Utility Services - Direct Damage	\$25,000	Included
Utility Services - Time Element	\$25,000	Included
(only if Business Income Coverage is endorsed)		
Valuation Provision	\$5,000 or Less	Included
Valuable Papers and Records (Other Than Electronic Data)	\$100,000	Included

Terrorism (included in total below)
Property Plus Endorsement Premium

Included
\$683.00

**PBP 2872095 02****COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS****COMMERCIAL GENERAL LIABILITY COVERAGE LIMITS OF INSURANCE:**

Each Occurrence Limit	\$1,000,000	
Damage To Premises Rented To You Limit	\$100,000	Any One Premises
Medical Expense Limit	\$10,000	Any One Person
Personal And Advertising Injury Limit	\$1,000,000	Any One Person or Organization
General Aggregate Limit	\$2,000,000	
Products - Completed Operations Aggregate Limit	\$2,000,000	

AUDIT PERIOD

Annual

EMPLOYEE BENEFITS LIABILITY LIMITS OF INSURANCE**THIS POLICY PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY.**

Each Employee Limit	\$1,000,000
Aggregate Limit	\$2,000,000

Deductible Amount Applicable To Each Employee	\$1,000
---	---------

Employee Benefits Liability Coverage does not apply to "wrongful acts" which occur before the retroactive date shown here: 02/20/2020



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PBP 2872095 02

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

SCHEDULE OF PREMISES - All Premises You Own, Rent or Occupy

PREMISES 0001

Location Address

1775 Hembree Rd
Alpharetta, GA 30009

Territory

502

CLASS CODE	CLASSIFICATION DESCRIPTION
------------	----------------------------

10073	Automobile Repair Or Service Shops
-------	------------------------------------

PREMIUM BASIS

\$2,600,000 Gross Sales

	Per	Premises/Operations	Products/Completed Operations
RATE	1000	\$0.875	\$0.255
ADVANCE PREMIUMS		\$2,275	\$663

CLASS CODE	CLASSIFICATION DESCRIPTION
------------	----------------------------

90510	Employee Benefits Liability Coverage
-------	--------------------------------------

PREMIUM BASIS	PER	RATE	ADVANCE PREMIUM
53 Employees	1	\$0.349	\$19
Additional For Coverage Minimum Premium			\$189

SCHEDULE OF PREMISES - All Premises You Own, Rent or Occupy

PREMISES 0002

Location Address

11525 N Fulton Industrial
Alpharetta, GA 30009

Territory

502



PBP 2872095 02

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

SCHEDULE OF PREMISES - All Premises You Own, Rent or Occupy **PREMISES 0002** **Continued**

CLASS CODE	CLASSIFICATION DESCRIPTION
10073	Automobile Repair Or Service Shops

PREMIUM BASIS	\$2,600,000 Gross Sales
----------------------	-------------------------

	Per	Premises/Operations	Products/Completed Operations
RATE	1000	\$0.875	\$0.255
ADVANCE PREMIUMS		\$2,275	\$663

SCHEDULE OF PREMISES - All Premises You Own, Rent or Occupy **PREMISES 0003**

<u>Location Address</u>	<u>Territory</u>
11515 N Fulton Industrial Alpharetta, GA 30009	502

CLASS CODE	CLASSIFICATION DESCRIPTION
10073	Automobile Repair Or Service Shops

PREMIUM BASIS	\$2,600,000 Gross Sales
----------------------	-------------------------

	Per	Premises/Operations	Products/Completed Operations
RATE	1000	\$0.875	\$0.255
ADVANCE PREMIUMS		\$2,275	\$663



PBP 2872095 02

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

SCHEDULE OF PREMISES - All Premises You Own, Rent or Occupy

PREMISES 0004

Location Address

11510 N Fulton Industrial
Alpharetta, GA 30009

Territory

502

CLASS CODE	CLASSIFICATION DESCRIPTION
10073	Automobile Repair Or Service Shops

PREMIUM BASIS	\$2,600,000 Gross Sales
---------------	-------------------------

	Per	Premises/Operations	Products/Completed Operations
RATE	1000	\$0.875	\$0.255
ADVANCE PREMIUMS		\$2,275	\$663

SCHEDULE OF PREMISES - All Premises You Own, Rent or Occupy

PREMISES 0005

Location Address

625b Sims Industrial Blvd
Alpharetta, GA 30009

Territory

502

CLASS CODE	CLASSIFICATION DESCRIPTION
10073	Automobile Repair Or Service Shops

PREMIUM BASIS	\$2,600,000 Gross Sales
---------------	-------------------------

	Per	Premises/Operations	Products/Completed Operations
RATE	1000	\$0.875	\$0.255
ADVANCE PREMIUMS		\$2,275	\$663

**PBP 2872095 02****COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

SCHEDULE OF PREMISES	Continued
-----------------------------	------------------

LOCATION RATING CODE	9999	TERRITORY	502
CLASS CODE	CLASSIFICATION DESCRIPTION		
84000	Liability Plus Endorsement (See SL 1202 Attached)		
PREMIUM BASIS	% Of GL Premium	PREMIUM	\$183

CLASS CODE	CLASSIFICATION DESCRIPTION
25121	Data Compromise Plus Coverage \$50,000

PREMIUM BASIS	PER	RATE	ADVANCE PREMIUM
1 Units	1	\$185.469	\$185

PREMIUM

Terrorism (included in total below)	\$119
Total Advance Premium (Subject To Audit):	\$15,385

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PBP 2872095 02**FORMS AND ENDORSEMENTS****APPLICABLE TO THE COMMERCIAL GENERAL LIABILITY COVERAGE PART**

NEW	FORM OR ENDORSEMENT AND EDITION DATE	ENDORSEMENT TITLE (Only the endorsement titles are shown below, please review the form for a complete description of coverage.)
	IL 00 21 09 08	Nuclear Energy Exclusion
	CG 22 68 09 97	Operation of Customer Autos on Particular Premises
	CG 00 01 04 13	Commercial General Liability Coverage Form
	SL 20 02 01 06	Asbestos Exclusion
	SL 20 04 01 06	Exclusion - Lead Liability
	CG 24 26 04 13	Amendment of Insured Contract Definition
	CG 21 47 12 07	Employment - Related Practices Exclusion
	SL 20 51 12 11	Amendment of Contractual Liability Exclusion
	CG 21 06 05 14	Exclusion - Access or Disclosure of Confidential or Personal Information And Data-related Liability - With Limited Bodily Injury Exception Endorsement
	IL 00 17 11 98	Common Policy Conditions
	CG 21 70 01 15	Cap on Losses From Certified Acts of Terrorism
	CG 04 35 12 07	Employee Benefits Liability Coverage
	SL 12 02 12 15	Liability Plus Endorsement
	SL 31 00 05 16	Data Compromise Plus
*	PN 00 83 01 15	Notice of Terrorism Insurance Coverage
*	IL 09 85 01 15	Disclosure Pursuant to Terrorism Risk Insurance Act

*Indicates a new form has been added or a replacement form has been substituted for one of an earlier edition. Please retain all forms.



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PBP 2872095 02



PBP 2872095 02

COMMERCIAL INLAND MARINE POLICY DECLARATIONS

NAMED INSURED AND MAILING ADDRESS: First Named Insured Is Specified To Be: PERFORMANCE AUTO COLLISION CENTER INC; 1775 HEMBREE RD ALPHARETTA, GA 30009		AGENT NAME AND ADDRESS: MCGRUFF INSURANCE SERVICES INC 1825 BARRETT LAKES BLVD NW STE KENNESAW, GA 30144	
POLICY PERIOD: From: 02/20/2021 To: 02/20/2022		AGENT TELEPHONE NUMBER: (770) 429-0482	AGT. NO. 0000454
COVERAGE PROVIDED BY: State Automobile Mutual Insurance Company		A STATE AUTO INSURED SINCE: 2020	
AUDITABLE POLICY: No	POLICY STATUS: Renewal	AFTER-HOURS CLAIMS SERVICE: 1-877-SA-CLAIM or www.stateauto.com	

The coverage and these declarations are effective 12:01 AM Standard Time on **02/20/2021** at the above mailing address.

BUSINESS ENTITY TYPE: Corporation	BILLING ACCOUNT NUMBER: CL00081332 Account Bill Insured 11-Pay	BILLING QUESTIONS? Call 833-724-3577
BUSINESS DESCRIPTION: Auto Service		

Upon valid payment of premium when due, these renewal declarations continue your policy for the period indicated. In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

PREMIUM SUMMARY BY COVERAGE

This policy consists of the following coverages for which a premium is indicated. This premium may be subject to adjustment.

COVERAGES	COVERAGE PREMIUMS
Computer Coverage	\$248.00
Terrorism (included in total below)	\$4.00
POLICY TOTAL	\$252.00

These declarations together with the Common Policy Conditions and coverage form(s) and any endorsement(s) identified on these declarations and attached to your policy complete the above numbered policy.

Countersigned _____ By _____
 (Date) (Authorized Representative)

Issue Date 02/18/2021

12:17:58 PM

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STATE AUTO
Insurance Companies

PBP 2872095 02

FORMS AND ENDORSEMENTS
APPLICABLE TO ALL COMMERCIAL INLAND MARINE

NEW	FORM OR ENDORSEMENT AND EDITION DATE	ENDORSEMENT TITLE (Only the endorsement titles are shown below, please review the form for a complete description of coverage.)
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	CL 01 28 02 15	Amendatory Endorsement
	IM 20 21 06 13	Amendatory Endorsement - Georgia
	CL 01 00 03 99	Common Policy Conditions
	SI 10 08 01 16	Common Policy Jacket
	SI 11 00 01 04	Installment Payments
	CL 06 00 01 15	Certified Terrorism Loss
	IM 78 54 04 04	Loss Payable Endorsement
*	PN 00 83 01 15	Notice of Terrorism Insurance Coverage
*	CL 06 05 01 15	Certified Terrorism Loss Disclosure

*Indicates a new form has been added or a replacement form has been substituted for one of an earlier edition. Please retain all forms.

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PBP 2872095 02**ADDITIONAL INTERESTS/INSUREDS**
COMMERCIAL INLAND MARINE POLICY

LOSS PAYEE	COVERED PROPERTY	LOC/BLDG
EQUIPMENT LEASING GROUP (SEE AML1 NAME CONTINUATION) 211 WAUKEGAN RD STE 10 WINNETKA, IL 60093	LEASED EQUIPMENT ALL LOCATIONS	0001 / 000

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PBP 2872095 02

SCHEDULE OF COVERAGES COMPUTER COVERAGE

DESCRIBED PREMISES

<u>Loc No</u>	<u>Locations</u>	<u>Loc No</u>	<u>Locations</u>
0001	1775 Hembree Rd Alpharetta, GA 30009		

HARDWARE LOCATION LIMITS

<u>Location</u>	<u>Limit</u>	<u>Location</u>	<u>Limit</u>	<u>Location</u>	<u>Limit</u>
0001	\$50,000				

COVERAGE EXTENSIONS

Emergency Removal	<u>Limit</u> 365 Days
Electrical & Power Supply Disturbance	
500 Feet Limitation -- Waived	
Mechanical Breakdown Coverage	Coverage Provided

DEDUCTIBLE

For all covered perils unless a different deductible is indicated below	\$2,500
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COINSURANCE

Hardware, Media, And Programs And Applications	80%
--	-----

OPTIONAL ENDORSEMENTS

Valuation:

Replacement Cost



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SCHEDULE OF COVERAGES COMPUTER COVERAGE

PREMIUM

Annual Premium

\$248


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FORMS AND ENDORSEMENTS **APPLICABLE TO COMPUTER COVERAGE**

NEW	FORM OR ENDORSEMENT AND EDITION DATE	ENDORSEMENT TITLE (Only the endorsement titles are shown below, please review the form for a complete description of coverage.)
-----	---	---

IM 72 01 10 02

Computer Coverage

*Indicates a new form has been added or a replacement form has been substituted for one of an earlier edition. Please retain all forms.



PBP 2872095 02

COMMERCIAL UMBRELLA POLICY DECLARATIONS

NAMED INSURED AND MAILING ADDRESS: First Named Insured Is Specified To Be: PERFORMANCE AUTO COLLISION CENTER INC; 1775 HEMBREE RD ALPHARETTA, GA 30009		AGENT NAME AND ADDRESS: MCGRIF F INSURANCE SERVICES INC 1825 BARRETT LAKES BLVD NW STE KENNESAW, GA 30144	
POLICY PERIOD: From: 02/20/2021 To: 02/20/2022		AGENT TELEPHONE NUMBER: (770) 429-0482	AGT. NO. 0000454
COVERAGE PROVIDED BY: State Automobile Mutual Insurance Company		A STATE AUTO INSURED SINCE: 2020	
AUDITABLE POLICY: No	POLICY STATUS: Renewal	AFTER-HOURS CLAIMS SERVICE: 1-877-SA-CLAIM or www.stateauto.com	

The coverage and these declarations are effective 12:01 AM Standard Time on **02/20/2021** at the above mailing address.

BUSINESS ENTITY TYPE: Corporation	BILLING ACCOUNT NUMBER: CL00081332 Account Bill Insured 11-Pay	BILLING QUESTIONS? Call 833-724-3577
BUSINESS DESCRIPTION: Auto Service		

Upon valid payment of premium when due, these renewal declarations continue your policy for the period indicated. In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

PREMIUM SUMMARY BY COVERAGE PARTS AND POLICIES

This policy consists of the following coverage parts or policies for which a premium is indicated. This premium may be subject to adjustment.

SELF-CONTAINED POLICIES	PREMIUMS
Commercial Umbrella Policy	\$5,500.00
Terrorism (included in above amount)	Included

These declarations together with the Common Policy Conditions and coverage form(s) and any endorsement(s) identified on these declarations and attached to your policy complete the above numbered policy.

Countersigned _____ By _____
 (Date) (Authorized Representative)

Issue Date 02/18/2021

12:17:58 PM

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**STATE AUTO**

Insurance Companies

PBP 2872095 02

FORMS AND ENDORSEMENTS
APPLICABLE TO ALL COMMERCIAL UMBRELLA POLICY

NEW	FORM OR ENDORSEMENT AND EDITION DATE	ENDORSEMENT TITLE (Only the endorsement titles are shown below, please review the form for a complete description of coverage.)
	CXS 00 01 12 15	Commercial Umbrella Coverage Form
	SI 10 08 01 16	Common Policy Jacket
	CXS 23 00 05 14	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-related Liab - Lmt'd Bodily Except Not Incl
	CXS 21 70 01 15	Cap on Losses From Certified Acts of Terrorism
	CXS 21 76 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
	CXS 00 10 02 15	GEORGIA CHANGES
	IL 00 03 09 08	Calculation of Premium
	PN 02 49 01 08	Uninsured Motorist Coverage
	CXS 30 03 01 13	Employee Benefits Coverage
	CXS 21 49 09 99	Exclusion - Total Pollution Exclusion
*	PN 00 83 01 15	Notice of Terrorism Insurance Coverage
*	IL 09 85 01 15	Disclosure Pursuant to Terrorism Risk Insurance Act
*	CXS 40 05 07 98	Exclusion - Employers Liability

*Indicates a new form has been added or a replacement form has been substituted for one of an earlier edition. Please retain all forms.



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COMMERCIAL UMBRELLA COVERAGE DECLARATIONS

LIMIT OF INSURANCE:

Policy Aggregate Limit	\$2,000,000	
Self-Insured Retention	\$0	Each Incident or Offense not Covered by Underlying Insurance

PREMIUM

* Total Advance Premium (Subject To Audit): \$5,500
Includes Terrorism Coverage Premium

SCHEDULE OF UNDERLYING INSURANCE

Employers Liability

Excluded

Auto Liability

Underlying Insurer: State Auto Property and Casualty Insurance Co.

Policy Number: BAP 2480625 01

Policy Period: From: 02/20/2021 To: 02/20/2022

Limits of Liability

Each Accident	\$1,000,000
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General Liability

Underlying Insurer: State Automobile Mutual Insurance Company

Policy Number: PBP 2872095 01

Policy Period: From: 02/20/2021 To: 02/20/2022

Limits of Liability

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OUTDOOR SIGNS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 CONDOMINIUM ASSOCIATION COVERAGE FORM
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
 STANDARD PROPERTY POLICY

SCHEDULE

Premises Number:	0001	Building Number:	001
Description Of Sign:			
Construction Of Sign: <input type="checkbox"/> Entirely Metal <input checked="" type="checkbox"/> Other			
Limit Of Insurance: \$ \$15,000			
Coinurance Percentage: 80 %			
Additional Premium: \$ \$18			
Premises Number:		Building Number:	
Description Of Sign:			
Construction Of Sign: <input type="checkbox"/> Entirely Metal <input type="checkbox"/> Other			
Limit Of Insurance: \$			
Coinurance Percentage: %			
Additional Premium: \$			

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Premises Number:		Building Number:	
Description Of Sign:			
Construction Of Sign: <input type="checkbox"/> Entirely Metal <input type="checkbox"/> Other			
Limit Of Insurance: \$			
Coinurance Percentage: %			
Additional Premium: \$			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

With respect to the outdoor signs described in the Schedule, the provision in the Limits Of Insurance section which pertains to signs does not apply. The limit applicable to each sign is shown in the Schedule. The limit applicable to each sign is the most we will pay for loss or damage to the sign in any one occurrence.



PBP 2872095 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROTECTIVE SAFEGUARDS

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY**SCHEDULE**

Premises Number	Building Number	Protective Safeguards Symbols Applicable
0001	001	P-1
0005	001	P-1
Describe Any "P-9":		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. The following is added to the Commercial Property Conditions:**Protective Safeguards**

1. As a condition of this insurance, you are required to maintain the protective devices or services listed in the Schedule above.
2. The protective safeguards to which this endorsement applies are identified by the following symbols:

"P-1" Automatic Sprinkler System, including related supervisory services.

Automatic Sprinkler System means:

- a. Any automatic fire protective or extinguishing system, including connected:
 - (1) Sprinklers and discharge nozzles;
 - (2) Ducts, pipes, valves and fittings;
 - (3) Tanks, their component parts and supports; and
 - (4) Pumps and private fire protection mains.
- b. When supplied from an automatic fire protective system:
 - (1) Non-automatic fire protective systems; and
 - (2) Hydrants, standpipes and outlets.

"P-2" Automatic Fire Alarm, protecting the entire building, that is:

- a. Connected to a central station; or
- b. Reporting to a public or private fire alarm station.

"P-3" Security Service, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.**"P-4" Service Contract** with a privately owned fire department providing fire protection service to the described premises.**"P-5" Automatic Commercial Cooking Exhaust And Extinguishing System** installed on cooking appliances and having the following components:

- a. Hood;
- b. Grease removal device;
- c. Duct system; and
- d. Wet chemical fire extinguishing equipment.

"P-9", the protective system described in the Schedule.

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PBP 2872095 02**B. The following is added to the Exclusions section of:**

Causes Of Loss - Basic Form

Causes Of Loss - Broad Form

Causes Of Loss - Special Form

Mortgageholders Errors And Omissions Coverage Form

Standard Property Policy

We will not pay for loss or damage caused by or resulting from fire if, prior to the fire, you:

1. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or

2. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

If part of an Automatic Sprinkler System or Automatic Commercial Cooking Exhaust And Extinguishing System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.



PBP 2872095 02

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT SCHEDULE

SCHEDULE - PART I

Terrorism Premium (Certified Acts) \$

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):

The terrorism premium and applicable Coverages displayed on the declaration pages of this policy represent the charge for Terrorism Coverage for this policy term.

Additional information, if any, concerning the terrorism premium:

SCHEDULE - PART II

Federal share of terrorism losses 80 % Year: 20 20 and later

(Refer to Paragraph B. in this endorsement.)

Federal share of terrorism losses n/a % Year: 20 n/a

(Refer to Paragraph B. in this endorsement.)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

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PBP 2872095 02**C. Cap On Insurer Participation In Payment
Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DATA COMPROMISE PLUS**RESPONSE EXPENSES
DEFENSE AND LIABILITY
IDENTITY RECOVERY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage under this endorsement is subject to the following:

SCHEDULE**SECTION 1 - RESPONSE EXPENSES**

Data Compromise Response Expenses Limit:

\$50,000 Annual Aggregate

Sublimits:

Named Malware (Sec. 1)	\$50,000	Any one	"Personal Data Compromise"
Forensic IT Review:	\$ 5,000	Any one	"Personal Data Compromise"
Legal Review:	\$ 5,000	Any one	"Personal Data Compromise"
PR Services:	\$ 5,000	Any one	"Personal Data Compromise"
Regulatory Fines And Penalties	\$10,000	Any one	"Personal Data Compromise"
PCI Fines And Penalties	\$10,000	Any one	"Personal Data Compromise"
Response Expenses Deductible:	\$2,500	Any one	"Personal Data Compromise"

SECTION 2 - DEFENSE AND LIABILITY

Data Compromise Defense and Liability Limit:

\$50,000 Annual Aggregate

Sublimit:

Named Malware (Sec. 2)	\$50,000	Any one	"Personal Data Compromise"
Defense and Liability Deductible:	\$2,500	Each	"Data Compromise Suit"

SECTION 3 - IDENTITY RECOVERY

Case Management Service:

Service for any one "identity theft" for up to 12 months

Expense Reimbursement Limit:

\$15,000 Annual Aggregate

Expense Reimbursement Deductible:

\$250 Any one "identity recovery insured"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The following is added to **SECTION 1 - COVERAGES** as an Additional Coverage.**SECTION 1 - RESPONSE EXPENSES****DATA COMPROMISE COVERED CAUSE OF LOSS**

Coverage under this Data Compromise Plus Coverage endorsement applies only if all of the following conditions are met:

1. There has been a "personal data compromise"; and
2. Such "personal data compromise" is first discovered by you during the policy period for which this Data Compromise Plus Coverage endorsement is applicable; and
3. Such "personal data compromise" is reported to us within 60 days after the date it is first discovered by you.

COVERAGE - SECTION 1

If the three conditions listed above in DATA COMPROMISE - COVERED CAUSE OF LOSS have been met, then we will provide coverage for the following expenses when they arise directly from the covered cause of loss and are necessary and reasonable. Coverages 4 and 5 apply only if there has been a notification of the "personal data compromise" to "affected individuals" as covered under coverage 3.

Please note that service providers must be approved by us as described in Additional Condition 6. - **Service Providers.**

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PBP 2872095 02

1. Forensic Information Technology Review

Professional information technologies review if needed to determine, within the constraints of what is possible and reasonable, the nature and extent of the "personal data compromise" and the number and identities of the "affected individuals".

This does not include costs to analyze, research or determine any of the following:

- a. Vulnerabilities in systems, procedures or physical security;
- b. Compliance with PCI or other industry security standards; or
- c. The nature or extent of loss or damage to data that is not "personally identifying information" or "personally sensitive information".

If there is reasonable cause to suspect that a covered "personal data compromise" may have occurred, we will pay for costs covered under Forensic Information Technology Review, even if it is eventually determined that there was no covered "personal data compromise". However, once it is determined that there was no covered "personal data compromise", we will not pay for any further costs.

2. Legal Review

Professional legal counsel review of the "personal data compromise" and how you should best respond to it.

If there is reasonable cause to suspect that a covered "personal data compromise" may have occurred, we will pay for costs covered under Legal Review, even if it is eventually determined that there was no covered "personal data compromise". However, once it is determined that there was no covered "personal data compromise", we will not pay for any further costs.

3. Notification to "Affected Individuals"

We will pay your necessary and reasonable costs to provide notification of the "personal data compromise" to "affected individuals".

4. Services to "Affected Individuals"

We will pay your necessary and reasonable costs to provide the following services to "affected individuals".

- a. The following services apply to any "personal data compromise".

1) Informational Materials

A packet of loss prevention and customer support information.

2) Help Line

A toll-free telephone line for "affected individuals" with questions about the "personal data compromise". Where applicable, the line can also be used to request additional services as listed in b.1) and 2)

- b. The following additional services apply to "personal data compromise" events involving "personally identifying information".

1) Credit Report and Monitoring

A credit report and an electronic service automatically monitoring for activities affecting an individual's credit records. This service is subject to the "affected individual" enrolling for this service with the designated service provider.

2) Identity Restoration Case Management

As respects any "affected individual" who is or appears to be a victim of an "identity theft" that may reasonably have arisen from the "personal data compromise", the services of an identity restoration professional who will assist that "affected individual" through the process of correcting credit and other records and, within the constraints of what is possible and reasonable, restoring control over his or her personal identity.

5. PR Services

Professional public relations firm review of and response to the potential impact of the "personal data compromise" on your business relationships.

This includes costs to implement public relations recommendations of such firm. This may include advertising and special promotions designed to retain your relationship with "affected individuals". However, we will not pay for promotions:

- a. Provided to any of your directors or employees; or
- b. Costing more than \$25 per "affected individual".

6. Regulatory Fines and Penalties

Any fine or penalty imposed under state law, to the extent such fine or penalty is legally insurable.



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7. PCI Fines and Penalties

Any Payment Card Industry (PCI) fine or penalty imposed under a contract to which you are a party. PCI Fines and Penalties do not include any increased transaction costs.

For the purpose of the **Section 1** coverage under this endorsement only, the following replaces **SECTION III - LIMITS OF INSURANCE**

LIMITS - SECTION 1

1. The most we will pay under Response Expenses coverage is the Data Compromise Response Expenses Limit indicated for this endorsement.
2. The Data Compromise Response Expenses Limit is an annual aggregate limit. This amount is the most we will pay for the total of all loss covered under **Section 1** arising out of all "personal data compromise" events which are first discovered by you during the present annual policy period. This limit applies regardless of the number of "personal data compromise" events discovered by you during that period.
3. A "personal data compromise" may be first discovered by you in one policy period but cause covered costs in one or more subsequent policy periods. If so, all covered costs arising from such "personal data compromise" will be subject to the Data Compromise Response Expenses Limit applicable to the policy period when the "personal data compromise" was first discovered by you.
4. The most we will pay under Response Expenses coverage for loss arising from any "malware-related compromise" is the Named Malware (Sec. 1) sublimit indicated for this endorsement. For the purpose of the Named Malware (Sec. 1) sublimit, all "malware-related compromises" that are caused, enabled or abetted by the same virus or other malicious code are considered to be a single "personal data compromise".
5. The most we will pay under Forensic IT Review, Legal Review, PR Services, Regulatory Fines and Penalties, PCI Fines and Penalties coverages for loss arising from any one "personal data compromise" is the applicable sublimit for each of those coverages indicated for this endorsement. These sublimits are part of, and not in addition to, the Data Compromise Response Expenses Limit. PR Services coverage is also subject to a limit per "affected individual" as described in **5. PR Services**.
6. Coverage for Services to "affected individuals" is limited to costs to provide such services for a period of up to one year from the date of the notification to the "affected individuals". Notwithstanding, coverage for Identity Restoration Case Management services initiated within such one year period may continue for a period of up to one year from the date such Identity Restoration Case Management services are initiated.

DEDUCTIBLE - SECTION 1

Response Expenses coverage is subject to the Response Expenses Deductible indicated for this endorsement. You will be responsible for such deductible amount as respects each "personal data compromise" covered under this endorsement.

- B. The following is added to **SECTION 1 - COVERAGES** as an Additional Coverage.

SECTION 2 - DEFENSE AND LIABILITY**DEFENSE AND LIABILITY COVERED CAUSE OF LOSS**

Coverage under **Section 1** and **Section 2** of this Data Compromise Plus Coverage endorsement applies only if all three of the conditions in DATA COMPROMISE - COVERED CAUSE OF LOSS are met.

Only with regard to **Section 2 - Defense and Liability** coverage, the following conditions must also be met:

1. You have provided notifications and services to "affected individuals" in consultation with us pursuant to Response Expenses coverage; and
2. You receive notice of a "data compromise suit" brought by one or more "affected individuals" or by a governmental entity on behalf of one or more "affected individuals"; and
3. Notice of such "data compromise suit" is received by you within two years of the date that the "affected individuals" are notified of the "personal data compromise"; and
4. Such "data compromise suit" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.

COVERAGE - SECTION 2

If all four of the conditions listed above in DEFENSE AND LIABILITY - COVERED CAUSE OF LOSS have been met, then we will provide coverage for "data compromise defense" and "data compromise liability" directly arising from the covered cause of loss.

For the purpose of the **Section 2** coverage under this endorsement only, the following replaces **SECTION III - LIMITS OF INSURANCE**



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LIMITS - SECTION 2

1. The most we will pay under **Section 2 - Defense and Liability** coverage (other than post-judgment interest) is the Data Compromise Defense and Liability Limit indicated for this endorsement.
2. The Data Compromise Defense and Liability Limit is an annual aggregate limit. This amount is the most we will pay for all loss covered under **Section 2** (other than post-judgment interest) arising out of all "personal data compromise" events which are first discovered by you during the present annual policy period. This limit applies regardless of the number of "personal data compromise" events discovered by you during that period.
3. A "personal data compromise" may be first discovered by you in one policy period but cause covered costs in one or more subsequent policy periods. If so, all covered costs arising from such "personal data compromise" (other than post-judgment interest) will be subject to the Data Compromise Defense and Liability Limit applicable to the policy period when the "personal data compromise" was first discovered by you.
4. The most we will pay under Defense and Liability coverage for loss arising from any "malware-related compromise" is the Named Malware (Sec. 2) sublimit indicated for this endorsement. For the purpose of the Named Malware (Sec. 2) sublimit, all "malware-related compromises" that are caused, enabled or abetted by the same virus or other malicious code are considered to be a single "personal data compromise". This sublimit is part of, and not in addition to, the Defense and Liability Limit.

DEDUCTIBLE - SECTION 2

Defense and Liability coverage is subject to the Defense and Liability Deductible indicated for this endorsement. You will be responsible for such deductible amount as respects each "data compromise suit" covered under this endorsement.

For the purpose of the **Section 1** and **Section 2** coverage under this endorsement only, the following additional exclusions apply to Paragraph 2. **Exclusions** under **SECTION I - COVERAGES**:

EXCLUSIONS - SECTION 1 AND SECTION 2

We will not pay for cost arising from the following:

1. Your intentional or willful complicity in a "personal data compromise";
2. Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by you;
3. Any "personal data compromise" occurring prior to the first inception of this Data Compromise Plus Coverage endorsement or any substantially similar to that described in this endorsement;
4. Cost to research or correct any deficiency. This includes, but is not limited to, any deficiency in your systems, procedure or physical security that may have contributed to a "personal data compromise";
5. Any fines or penalties imposed under federal law including, but not limited to, HIPAA fines and penalties;
6. Any criminal investigations or proceedings;
7. Any extortion or blackmail. This includes, but is not limited to, ransom payments and private security assistance;
8. Any "personal data compromise" involving data that is being transmitted electronically, unless such data is encrypted to protect the security of the transmission;
9. Your reckless disregard for the security of "personally identifying information" or "personally sensitive information" in your care, custody, or control;
10. That part of any "data compromise suit" seeking any non-monetary relief; or
11. "Bodily injury", "property damage" or "personal and advertising injury".
12. Any amount not insurable under applicable law.

For the purpose of the **Section 1** and **Section 2** coverage under this endorsement only, **SUPPLEMENTARY PAYMENTS** under **SECTION I - COVERAGES** do not apply.

For the purpose of the **Section 1** and **Section 2** coverage under this endorsement only, subparagraphs **2.b.** and **3.** of **SECTION II - WHO IS AN INSURED** do not apply.

For the purpose of the **Section 1** and **Section 2** coverage under this endorsement only, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

ADDITIONAL CONDITIONS - SECTION 1 AND SECTION 2**1. "Data Compromise Liability" Defense**

- a. We will have the right, and the duty to assume the defense of any applicable "data compromise suit" against you. You will give us such information and cooperation as we may reasonably require.
- b. You will not admit liability for or settle any "data compromise suit" or incur any defense costs without our prior written consent.



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- c. If you refuse to consent to any settlement recommended by us and acceptable to the claimant, we may then withdraw from your defense by tendering control of the defense to you. From that point forward, you will, at your own expense, negotiate or defend such "data compromise suit" independently of us. Our liability will not exceed the amount for which the claim or suit could have been settled if such recommendation was consented to, plus defense costs incurred by us, and defense costs incurred by you with our written consent, prior to the date of such refusal.
- d. We will not be obligated to pay any damages or defense costs, or to defend or continue to defend any "data compromise suit" after the Data Compromise Defense and Liability Limit has been exhausted.
- e. We shall pay all interest on that amount of any judgment within the Data Compromise Defense and Liability Limit which accrues:
 - 1) after entry of judgment; and
 - 2) before we pay, offer to pay or deposit in court that part of the judgment within the Data Compromise Defense and Liability Limit or, in any case, before we pay or offer to pay the entire Data Compromise Defense and Liability Limit.

These interest payments shall be in addition to and not part of the Data Compromise Defense and Liability Limit.

2. Duties in the Event of a "Data Compromise Suit"

- a. If a "data compromise suit" is brought against you, you must:
 - (1) Immediately record the specifics of the "data compromise suit" and the date received;
 - (2) Provide us with written notice, as soon as practicable, but in no event more than 60 days after the date the "data compromise suit" is first received by you;
 - (3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "data compromise suit";
 - (4) Authorize us to obtain records and other information;
 - (5) Cooperate with us in the investigation, settlement or defense of the "data compromise suit";
 - (6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of loss to which this insurance may also apply; and
 - (7) Take no action, or fail to take any required action, that prejudices your rights or our rights with respect to such "data compromise suit".
- b. You may not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.
- c. If you become aware of a claim or complaint that may become a "data compromise suit", you will promptly inform us of such claim or complaint.

3. Due Diligence

You agree to use due diligence to prevent and mitigate costs covered under this endorsement. This includes, but is not limited to, complying with, and requiring your vendors to comply with, reasonable and industry-accepted protocols for:

- a. Providing and maintaining appropriate physical security for your premises, computer systems and hard copy files;
- b. Providing and maintaining appropriate computer and Internet security;
- c. Maintaining and updating at appropriate intervals backups of computer data;
- d. Protecting transactions, such as processing credit card, debit card and check payments; and
- e. Appropriate disposal of files containing "personally identifying information" or "personally sensitive information" including shredding hard copy files and destroying physical media used to store electronic data.

4. Legal Advice

We are not your legal advisor. Our determination of what is or is not covered under this Data Compromise Plus Coverage endorsement does not represent advice or counsel from us about what you should or should not do.

5. Pre-Notification Consultation

You agree to consult with us prior to the issuance of notification to "affected individuals". We assume no responsibility under this Data Compromise Plus Coverage for any services promised to "affected individuals" without our prior agreement. If possible, this pre-notification consultation will also include the designated service provider(s) as agreed to under Additional Condition 6. **Service Providers**. You must provide the following at our pre-notification consultation with you:

- a. The exact list of "affected individuals" to be notified, including contact information;
- b. Information about the "personal data compromise" that may appropriately be communicated with "affected individuals"; and



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- c. The scope of services that you desire for the "affected individuals". For example, coverage may be structured to provide fewer services in order to make those services available to more "affected individuals" without exceeding the available Response Expenses Limit.

6. Service Providers

- a. We will only pay under this Data Compromise Plus Coverage for services that are provided by service providers approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this Data Compromise Plus Coverage. We will not unreasonably withhold such approval.
- b. Prior to the Pre-Notification Consultation described in Additional Condition 5. above, you must come to agreement with us regarding the service provider(s) to be used for the notification to "**Affected Individuals**" and services to "**Affected Individuals**". We will suggest a service provider; however, if you prefer to use an alternate service provider, our coverage is subject to the following limitations:
- (1) Such alternate service provider must be approved by us;
 - (2) Such alternate service provider must provide services that are reasonably equivalent or superior in both kind and quality to the services that would have been provided by the service provider we had suggested; and
 - (3) Our payment for services provided by any alternate service provider will not exceed the amount that we would have paid using the service provider we had suggested.

7. Services

The following conditions apply as respects any services provided to you or any "affected individual" by us, our designees or any service firm paid for in whole or in part under this Data Compromise Plus coverage:

- a. The effectiveness of such services depends on your cooperation and assistance;
- b. All services may not be available or applicable to all individuals. For example, "affected individuals" who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions;
- c. We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events; and
- d. You will have a direct relationship with the professional service firms paid for in whole or in part under this coverage. Those firms work for you.

For the purpose of the **Section 1** and **Section 2** coverage under this endorsement only, the following is added to **SECTION V - DEFINITIONS**:

DEFINITIONS - SECTION 1 AND SECTION 2

1. "Affected individual" means any person who is your current, former or prospective customer, client, member, owner, director or employee and whose "personally identifying information" or "personally sensitive information" is lost, stolen, accidentally released or accidentally published by a "personal data compromise" covered under this endorsement. This definition is subject to the following provisions:
 - a. "Affected individual" does not include any business or organization. Only an individual person may be an "affected individual";
 - b. An "affected individual" must have a direct relationship with your interests as insured under this policy. The following are examples of individuals who would not meet this requirement:
 - 1) If you aggregate or sell information about individuals as part of your business, the individuals about whom you keep such information do not qualify as "affected individuals". However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of yours;
 - 2) If you store, process, transmit or transport records, the individuals whose "personally identifying information" or "personally sensitive information" you are storing, processing, transmitting or transporting for another entity do not qualify as "affected individuals". However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of yours; or
 - 3) You may have operations, interests or properties that are not insured under this policy. Individuals who have a relationship with you through such other operations, interests or properties do not qualify as "affected individuals". However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of the operation insured under this policy; and
 - c. An "affected individual" may reside anywhere in the world.


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2. "Data Compromise Defense Costs" means expenses resulting solely from the investigation, defense and appeal of any "data compromise suit" against you. Such expenses must be reasonable and necessary. They will be incurred by us. They do not include your salaries or your loss of earnings. They do include premiums for any appeal bond, attachment bond or similar bond, but we have no obligation to apply for or furnish any such bond.
3. "Data Compromise Liability"
 - a. "Data compromise liability" means the following, when they arise from a "data compromise suit":
 - 1) Damages, judgments or settlements to "affected individuals";
 - 2) Defense costs added to that part of any judgment paid by us, when such defense costs are awarded by law or by court order; and
 - 3) Pre-judgment interest on that part of any judgment paid by us.
 - b. "Data compromise liability" does not mean:
 - 1) Damages, judgments or settlements to anyone who is not an "affected individual";
 - 2) Civil or criminal fines or penalties imposed by law;
 - 3) Punitive or exemplary damages;
 - 4) The multiplied portion of multiplied damages;
 - 5) Taxes; or
 - 6) Matters which may be deemed uninsurable under the applicable law.
4. "Data Compromise Suit"
 - a. "Data Compromise Suit" means a civil proceeding in which damages to one or more "affected individuals" arising from a "personal data compromise" or the violation of a governmental statute or regulation are alleged. Such proceeding must be brought in the United States of America, Puerto Rico or Canada. "Data compromise suit" includes:
 - 1) An arbitration proceeding in which such damages are claimed, and to which you must submit or do submit with our consent;
 - 2) Any other alternative dispute resolution proceeding in which such damages are claimed, and to which you submit with our consent; or
 - 3) A written demand for money, when such demand could reasonably result in a civil proceeding as described in this definition.
 - b. "Data compromise suit" does not mean any demand or action brought by or on behalf of someone who is:
 - 1) Your director or officer;
 - 2) Your owner or part-owner; or
 - 3) A holder of your securities;
 in their capacity as such, whether directly, derivatively, or by class action. "Data compromise suit" will include proceedings brought by such individuals in their capacity as "affected individuals", but only to the extent that the damages claimed are the same as would apply to any other "affected individual".
 - c. "Data compromise suit" does not mean any demand or action brought by an organization, business, institution, or any other party that is not an "affected individual" or governmental entity. "Data compromise suit" does not mean any demand or action brought on behalf of an organization, business, institution, governmental entity or any other party that is not an "affected individual".
5. "Identity Theft" means the fraudulent use of "personally identifying information". This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes. "Identity theft" does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.
6. "Malware-Related Compromise" means a "personal data compromise" that is caused, enabled or abetted by a virus or other malicious code that, at the time of the "personal data compromise", is named and recognized by the CERT® Coordination Center, McAfee®, Secunia, Symantec or other comparable third party monitors of malicious code activity.
7. "Personal Data Compromise" means the loss, theft, accidental release or accidental publication of "personally identifying information" or "personally sensitive information" as respects one or more "affected individuals". If the loss, theft, accidental release or accidental publication involves "personally identifying information", such loss theft, accidental release or accidental publication must result in, or have the reasonable possibility of resulting in, the fraudulent use of such information. This definition is subject to the following provisions:



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- a. At the time of the loss, theft, accidental release or accidental publication, the "personally identifying information" or "personally sensitive information" need not be at the insured premises but must be in your direct care, custody or control of:
 - 1) You; or
 - 2) A professional entity with which you have a direct relationship and to which you (or an "affected individual" at your direction) have turned over (directly or via a professional transmission or transportation provider) such information for storage, processing, transmission or transportation of such information.
 - b. "Personal data compromise" includes disposal or abandonment of "personally identifying information" or "personally sensitive information" without appropriate safeguards such as shredding or destruction, subject to the following provisions:
 - 1) The failure to use appropriate safeguards must be accidental and not reckless or deliberate; and
 - 2) Such disposal or abandonment must take place during the time period for which this Data Compromise Plus Coverage endorsement is effective;
 - c. "Personal data compromise" includes situations where there is a reasonable cause to suspect that such "personally identifying information" or "personally sensitive information" has been lost, stolen, accidentally released or accidentally published, even if there is no firm proof; and
 - d. All incidents of "personal data compromise" that are discovered at the same time or arise from the same cause will be considered one "personal data compromise".
 8. "Personally identifying information" means information, including health information, which could be used to commit fraud or other illegal activity involving the credit, access to health care, or identity of an "affected individual". This includes but is not limited to Social Security numbers or account numbers. "Personally identifying information" does not mean or include information that is otherwise available to the public, such as names and addresses.
 9. "Personally Sensitive Information" means private information specific to an individual the release of which requires notification of "affected individuals" under any applicable law. "Personally sensitive information" does not mean or include "personally identifying information".
- C. The following is added to **SECTION I - COVERAGES** as an Additional Coverage.

SECTION 3 - IDENTITY RECOVERY COVERAGE

COVERAGE - SECTION 3

We will provide the Case Management Service and Expense Reimbursement Coverage indicated below if all of the following requirements are met:

1. There has been an "identity theft" involving the personal identity of an "identity recovery insured" under this policy; and
2. Such "identity theft" is first discovered by the "identity recovery insured" during the policy period for which this Identity Recovery Coverage is applicable; and
3. Such "identity theft" is reported to us within 60 days after the date it is first discovered by the "identity recovery insured".

If all three of the requirements listed above have been met, then we will provide the following to the "identity recovery insured":

1. Case Management Service

Services of an "identity recovery case manager" as needed to respond to the "identity theft"; and

2. Expense Reimbursement

Reimbursement of necessary and reasonable "identity recovery expenses" incurred as a direct result of the "identity theft".

For the purpose of the **Section 3** coverage under this endorsement only, the following is added to Paragraph

2. Exclusions under SECTION I - COVERAGES:

EXCLUSIONS - SECTION 3

We do not cover loss or expense arising from any of the following:

1. The theft of a professional or business identity;
2. Any fraudulent, dishonest or criminal act by an "identity recovery insured" or any person aiding or abetting an "identity recovery insured", or by any authorized representative of an "identity recovery insured", whether acting alone or in collusion with others. However, this exclusion will not apply to the interests of an "identity recovery insured" who has no knowledge of or involvement in such fraud, dishonesty or criminal act; or
3. An "identity theft" that is not reported in writing to the police.

For the purpose of the **Section 3** coverage under this endorsement only, **SUPPLEMENTARY PAYMENTS** under **SECTION I - COVERAGES** do not apply:

For the purpose of the **Section 3** coverage under this endorsement only, the following replaces **SECTION III - LIMITS OF INSURANCE**



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LIMITS - SECTION 3

1. Case Management Service is available as needed for any one "identity theft" for up to 12 consecutive months from the inception of the service. Expenses we incur to provide Case Management Service do not reduce the amount of limit available for Expense Reimbursement Coverage.
2. Expense Reimbursement Coverage is subject to the Expense Reimbursement Limit indicated for this endorsement. The Expense Reimbursement Limit is an annual aggregate limit per "identity recovery insured". Regardless of the number of claims, this limit is the most we will pay for the total of all loss or expense arising out of all "identity thefts" to any one "identity recovery insured" which are first discovered by the "identity recovery insured" during a 12 month period starting with the beginning of the present annual policy period. If an "identity theft" is first discovered in one policy period and continues into other policy periods, all loss and expense arising from such "identity theft" will be subject to the aggregate limit applicable to the policy period when the "identity theft" was first discovered.
3. Legal costs as provided under item d. of the definition of "identity recovery expenses" are part of, and not in addition to, the Expense Reimbursement Coverage limit.
4. Item e. (Lost Wages) and item f. (Child Elder Care Expenses) of the definition of "identity recovery expenses" are jointly subject to a sublimit of \$5,000. This sublimit is part of, and not in addition to, the Expense Reimbursement Coverage limit. Coverage is limited to wages lost and expenses incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".
5. Item g. (Mental Health Counseling) of the definition of "identity recovery expenses" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the Expense Reimbursement Coverage limit. Coverage is limited to counseling that takes place within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".
6. Item h. (Miscellaneous Unnamed Costs) of the definition of "identity recovery expenses" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the Expense Reimbursement Coverage limit. Coverage is limited to costs incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".

DEDUCTIBLE - SECTION 3

1. Case Management Service is not subject to a deductible.
2. Expense Reimbursement Coverage is subject to the Expense Reimbursement Deductible indicated for this endorsement. Any one "identity recovery insured" will be responsible for only one deductible under this Identity Recovery Coverage during any one policy period.

For the purpose of the coverage under **Section 3** under this endorsement only, **SECTION II - WHO IS AN INSURED** does not apply.

For the purpose of the **Section 3** coverage under this endorsement only, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

ADDITIONAL CONDITIONS - SECTION 3**1. Help Line**

- a. For assistance, the "identity recovery insured" should call the **Identity Recovery Help Line** at 1-800-414-9783.
- b. The **Identity Recovery Help Line** can provide the "identity recovery insured" with:
 - 1) Information and advice for how to respond to a possible "identity theft"; and
 - 2) Instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.

In some cases, we may provide Case Management Services at our expense to an "identity recovery insured" prior to a determination that a covered "identity theft" has occurred. Our provision of such services is not an admission of liability under this policy. We reserve the right to deny further coverage or service if, after investigation, we determine that a covered "identity theft" has not occurred.

- c. As respects Expense Reimbursement Coverage the "identity recovery insured" must send to us, within 60 days after our request, receipts, bills or other records that support his or her claims for "identity recovery expenses".

2. Services

The following conditions apply as respects any services provided by us or our designee to any "identity recovery insured" under this endorsement:

- a. Our ability to provide helpful services in the event of an "identity theft" depends on the cooperation, permission and assistance of the "identity recovery insured";



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- b. All services may not be available or applicable to all individuals. For example, "identity recovery insureds" who are minors of foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions; and
- c. We do not warrant or guarantee that our services will end or eliminate all problems associated with an "identity theft" or prevent future "identity thefts".

For the purpose of the **Section 3** coverage under this endorsement only, the following is added to

SECTION V - DEFINITIONS:

DEFINITIONS - SECTION 3

1. "Identity Recovery Case Manager" means one or more individuals assigned by us to assist an "identity recovery insured" with communications we deem necessary for re-establishing the integrity of the personal identity of the "identity recovery insured". This includes, with the permission and cooperation of the "identity recovery insured", written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.
2. "Identity Recovery Expenses" means the following when they are reasonable and necessary expenses that are incurred as a direct result of an "identity theft":
 - a. Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an "identity theft";
 - b. Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of your efforts to report an "identity theft" or amend or rectify records as to your true name or identity as a result of an "identity theft";
 - c. Costs for credit reports from established credit bureaus;
 - d. Fees and expenses for an attorney approved by us for the following:
 - 1) The defense of any civil suit brought against an "identity recovery insured";
 - 2) The removal of any civil judgment wrongfully entered against an "identity recovery insured";
 - 3) Legal assistance for an "identity recovery insured" at an audit or hearing by a governmental agency;
 - 4) Legal assistance in challenging the accuracy of the "identity recovery insured's" consumer credit report; and
 - 5) The defense of any criminal charges brought against an "identity recovery insured" arising from the actions of a third party using the personal identity of the "identity recovery insured";
 - e. Actual lost wages of the "identity recovery insured" for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self-employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours;
 - f. Actual costs for supervision of children or elderly or infirm relatives or dependents of the "identity recovery insured" during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured";
 - g. Actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured"; and
 - h. Any other reasonable costs necessarily incurred by an "identity recovery insured" as a direct result of the "identity theft".
 - 1) Such costs include:
 - (a) Costs by the "identity recovery insured" to recover control over his or her personal identity; and
 - (b) Deductibles or service fees from financial institutions.
 - 2) Such costs do not include:
 - (a) Costs to avoid, prevent or detect "identity theft" or other loss;
 - (b) Money lost or stolen; and
 - (c) Costs that are restricted or excluded elsewhere in this endorsement or policy.
3. "Identity Recovery Insured" means the following:
 - a. When the entity insured under this policy is a sole proprietorship, the "identity recovery insured" is the individual person who is the sole proprietor of the insured entity;
 - b. When the entity insured under this policy is a partnership, the "identity recovery insureds" are the current partners; or

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- c. When the entity insured under this policy is a corporation or other organization, the "identity recovery insureds" are all the individuals having ownership position of 20% or more of the insured entity. However, if and only if there is no one who has such an ownership position, then the "identity recovery insured" will be:

- 1) The chief executive of the insured entity; or
- 2) As respects a religious institution, the senior ministerial employee.

An "identity recovery insured" must always be an individual person. The entity insured under this policy is not an "identity recovery insured".

4. "Identity Theft" means the fraudulent use of the social security number or other method of identifying an "identity recovery insured". This includes fraudulently using the personal identity of an "identity recovery insured" to establish credit accounts, secure loans, enter into contracts, or commit crimes. "Identity theft" does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.



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THIS ENDORSEMENT CHANGES
THE POLICY
-- PLEASE READ THIS CAREFULLY --

CERTIFIED TERRORISM LOSS DISCLOSURE OF PREMIUM AND FEDERAL SHARE OF INSURED LOSSES

(The entries required to complete this endorsement will be shown below, on the "declarations", or on the "schedule of coverages".)

SCHEDULE

Certified Terrorism Loss Premium \$ _____

Additional information, if any, concerning terrorism premium:

1. The portion of "your" premium that is attributed to coverage for "certified terrorism loss" is shown in the Schedule above.
2. Coverage for "certified terrorism loss", to the extent that such coverage is provided by this policy or Coverage Part, will be partially reimbursed by the United States Government, Department of Treasury under a federal program. Under that program, the United States pays the following percentage of insured losses for "certified terrorism loss" that exceeds the statutorily established deductible that "we" retain:
 - a. 85%, for insured losses occurring before January 1, 2016;
 - b. 84%, for insured losses occurring during the 2016 calendar year;
 - c. 83%, for insured losses occurring during the 2017 calendar year;
 - d. 82%, for insured losses occurring during the 2018 calendar year;
 - e. 81%, for insured losses occurring during the 2019 calendar year; and
 - f. 80%, for insured losses occurring on or after January 1, 2020.

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act, as amended, exceed one hundred billion dollars in a calendar year (January 1 through December 31), the Treasury will not make payment for any portion of the amount of such losses that exceeds one hundred billion dollars.

If the Secretary of the Treasury determines that the aggregate amount of "certified terrorism loss" has exceeded one hundred billion dollars in a calendar year (January 1 through December 31), and "we" have met "our" insurer deductible under the Terrorism Risk Insurance Act, as amended, "we" will not pay for any portion of "certified terrorism loss" that exceeds one hundred billion dollars. If the "certified terrorism loss" exceeds one hundred billion dollars in a calendar year (January 1 through December 31), losses up to one hundred billion dollars are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury under the Terrorism Risk Insurance Act, as amended.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY COVERAGE

This Endorsement Provides Claims Made Coverage
Please Read The Entire Endorsement Carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

NOTICE: Claims Made Coverage means that coverage provided by this endorsement is on a claims-made basis. This means that coverage is limited to claims for "damages" arising subsequent to the retroactive date shown in the Declarations for this coverage and first made against any insured during the policy period. Please read this endorsement carefully to determine rights, duties, coverage and coverage restrictions.

Exclusion s. of paragraph 2, Exclusions, of Section I - Coverage A - Bodily Injury And Property Damage Liability does not apply to the extent coverage is provided for Employee Benefits Liability as provided in this endorsement.

SCHEDULE

\$1,000,000	Employee Benefits Liability Limit
Employee Benefits Liability Coverage may be limited to the limit of liability shown in the schedule above when a scheduled entry is made.	

Schedule of Underlying Insurance is amended to include the following:

Underlying Insurer: State Automobile Mutual Insurance Company
 Policy Number: PBP 2872095 01
 Policy Period: From: 02/20/2021 To: 02/20/2022

Limits of Liability:

Each Occurrence: \$1,000,000
 General Aggregate: \$2,000,000
 Retroactive Date: 02/20/2020

A. The following is added to Section I - Insuring Agreements:

COVERAGE - EMPLOYEE BENEFITS LIABILITY**1. Insuring Agreement**

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such an act, error or omission when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. At our discretion, we may investigate any report of an act, error or omission and settle any resultant "claim" or "suit", for which we have a duty to defend. But:

- (1) The amount we will pay for "ultimate net loss" is limited as described in Paragraph 2. (Section IV - Limits Of Insurance); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Section II - Defense**

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- b. This insurance applies only if:
- (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
 - (2) The act, error or omission, did not take place before the Retroactive Date, if any, applicable to "underlying insurance" nor after the end of the policy period; and
 - (3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period we provide under Paragraph F. of this endorsement.
- c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:
- (1) When notice of such "claim" is received and recorded by any insured or by the "underlying insurer" or us if the limits of the "underlying insurance" have been used up, whichever comes first; or
 - (2) When we make settlement in accordance with Paragraph 1.a. above or settlement is made by the "underlying insurer" with our agreement.
- A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.
- d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

- B. For the purposes of the coverage provided by this endorsement **Section II - Defense** is amended as follows:

1. Paragraphs 1.a., 4. and 5. do not apply.

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- C. For the purposes of the coverage provided by this endorsement, Paragraphs 1.b. and 1.c. of **Section III - Who Is An Insured** are replaced by the following:
1. Except for liability arising out of the ownership, maintenance or use of "covered autos":
 - b. Each of the following is also an insured:
 - (1) Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - (2) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - (3) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this endorsement.
 - c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:
 - (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - (2) Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.
- D. For the purposes of the coverage provided by this endorsement, **Section IV - Limits Of Insurance** is amended by the following:
1. The Policy Aggregate Limit shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) "Claims" made or "suits" brought or number of vehicles involved;
 - (c) Persons or organizations making "claims" or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
 2. The Policy Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:
 - a. Coverage A, Coverage B, combined, except "ultimate net loss" because of "bodily injury" and "property damage" arising from the "automobile hazard";
 - b. Each "occurrence" with regard to "ultimate net loss" because of "bodily injury" and "property damage" arising from the "automobile hazard";
 - c. Employee Benefits Liability because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program"; and
 - d. Other insuring agreements added to this coverage part by endorsement.
 3. This paragraph applies only if a separate Employee Benefits Liability limit is shown in the schedule above.
 Subject to Paragraph 2. above, the Employee Benefits Liability Limit is the most we will pay for the sum of all "ultimate net loss" because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
 However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".
 The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.
- E. For the purposes of the coverage provided by this endorsement, Condition 5. of **Section V - Conditions** is replaced by the following:
5. **Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"**
 - a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
 - b. If a "claim" is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.
 - c. You and any other involved insured must:



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- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.
- F. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added.

EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:

- a. This endorsement is canceled or not renewed; or
- b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) Does not apply to an act, error or omission on a claims-made basis.

2. An Extended Reporting Period, as specified in Paragraph 1. above, lasts five years and is available only by endorsement for an additional charge.

You must give us a written request for the Extended Reporting Period within 60 days after the end of the policy period or the effective date of cancellation, whichever comes first.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The "employee benefit programs" insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

3. The Extended Reporting Period starts with the end of the policy period. It does not extend the policy period or change the scope of coverage provided. It applies only to "claims" to which the following applies:

- a. The "claim" is first made during the Extended Reporting Period;
- b. The acts, errors or omissions were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule.

4. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and any premium you owe us for coverage provided under this policy. Once in effect, the Extended Reporting Period may not be canceled.

- G. For the purposes of the coverage provided by this endorsement, the following definitions are added to **Section VI - Definitions:**

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Handling records in connection with the "employee benefit program"; or
- c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

- a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

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- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - e. Any other similar benefits designated in the Schedule or added thereto by endorsement.
- H. For the purposes of the coverage provided by this endorsement, Definitions **5. 8. and 24.** in **Section VI - Definitions** are replaced by the following:
- 5. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
 - 8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - 24. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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**STATE AUTO**
Insurance Companies**PBP 2872095 02**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - EMPLOYERS' LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

Exclusion **d.** of paragraph **2.**, Exclusions, of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability is deleted and replaced by the following:

This insurance does not apply to "bodily injury" (other than liability assumed by the insured under an "insured contract") to:

1. An "employee" of the insured arising out of and in the course of:
 - a. Employment by the insured; or
 - b. Performing duties related to the conduct of the insured's business; or
2. The spouse, child, parent, brother or sister of that "employee" as a consequence of 1. above.

This exclusion applies:

1. Whether the insured may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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COMMON POLICY CONDITIONS

With the exception of any included Commercial Umbrella, Inland Marine or Automobile Policy or coverage parts, which contain their own Common Policy Conditions, all coverage parts included in your Preferred Business Policy, Special Account Policy, or Series One Contractor Policy are subject to the following common conditions. Subject to the laws of your state, some conditions may be changed by the attachment of a state amendatory endorsement.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



HOME OFFICE 518 EAST BROAD STREET COLUMBUS OHIO 43215-3976
TELEPHONE 614-464-5000

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CONDITIONS APPLICABLE TO STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

DIVIDENDS

You are entitled to the proportionate part of any policyholder's dividend if declared by our Board of Directors in accordance with its By-Laws.

NOTICE OF POLICYHOLDERS MEETINGS

While your policy is in force, you are one of our members and are entitled, in person or by proxy, to one vote at all meetings of the members. The annual meeting of the members is held at 9 o'clock A.M., Columbus time, on the first Friday of March of each year at our Home Office at 518 East Broad Street, Columbus, Ohio.

NON-ASSESSABLE

This policy is non-assessable and the insured shall not be liable for the payment of any assessment nor for the payment of any premium other than that stated in this policy.

IN WITNESS WHEREOF, we have caused this policy to be signed by our Secretary and President at Columbus, Ohio, and countersigned on the Declarations page by an authorized agent of the State Auto Insurance Companies.

Secretary

President

A handwritten signature in cursive script, appearing to read 'Melissa A. Centers'.

A handwritten signature in cursive script, appearing to read 'Michael E. LaRocco'.

Melissa A. Centers

Michael E. LaRocco

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSTALLMENT PAYMENTS

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS

The policy is subject to the following condition:

If you have elected to pay the premium on this policy in installments and you fail to pay an installment when due, we will assume you no longer want the insurance. In such event we will issue you a notice of cancellation as set forth under the Common Policy Conditions. Such notice will specify the date and time of cancellation. If we receive an installment payment after the date of cancellation, we may, subject to the laws of your state, reinstate your policy, issue you a new policy with a new policy period or return the late payment to you.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary

of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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ISO Properties, Inc., 2007



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraph A.1. of the Cancellation Common Policy Condition is replaced by the following:**
1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation stating a future date on which the policy is to be cancelled, subject to the following:
 - a. If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the first Named Insured.
 - b. If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days' notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation. Our notice will state the effective date of cancellation, which will be the later of the following:
 - (1) 10 days from the date of mailing or delivering our notice; or
 - (2) The effective date of cancellation stated in the first Named Insured's notice to us.
- B. Paragraph A.5. of the Cancellation Common Policy Condition is replaced by the following:**
- 5. Premium Refund**
- a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
 - b. If we cancel, the refund will be pro rata, except as provided in c. below.
 - c. If the cancellation results from failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.
 - d. If the first Named Insured cancels, the refund may be less than pro rata.
 - e. The cancellation will be effective even if we have not made or offered a refund.
- C. The following is added to the Cancellation Common Policy Condition and supersedes any other provisions to the contrary:**
- If we decide to:
1. Cancel or nonrenew this policy; or
 2. Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
 3. Change any policy provision which would limit or restrict coverage;
- then:
- We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first Named Insured and lienholder, if any, at the last



mailing address known to us. Except as applicable as described in Paragraph D. or E. below, we will mail or deliver notice at least:

- a. 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or
- c. 45 days before the expiration date of this policy if we decide to nonrenew, increase the premium or limit or restrict coverage.

D. The following provisions apply to insurance covering residential real property only provided under the:
Capital Assets Program (Output Policy) Coverage Part;
Commercial Property Coverage Part;
Farm Coverage Part;
if the named insured is a natural person.

With respect to such insurance, the following is added to the **Cancellation** Common Policy Condition and supersedes any provisions to the contrary except as applicable as described in Paragraph E.:

1. When this policy has been in effect for 60 days or less and is not a renewal with us, we may cancel for any reason by notifying the first Named Insured at least 10 days before the date cancellation takes effect.
2. When this policy has been in effect for more than 60 days, or at any time if it is a renewal with us, we may cancel for one or more of the following reasons:
 - a. Nonpayment of premium, whether payable to us or to our agent;
 - b. Upon discovery of fraud, concealment of a material fact, or material misrepresentation made by or with the knowledge of any person insured under this policy in obtaining this policy, continuing this policy or presenting a claim under this policy;

- c. Upon the occurrence of a change in the risk which substantially increases any hazard insured against; or
- d. Upon the violation of any of the material terms or conditions of this policy by any person insured under this policy.

We may cancel by providing notice to the first Named Insured at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 45 days before the effective date of cancellation if we cancel for any of the reasons listed in b., c. or d. above.

E. With respect to a policy that is written to permit an audit, the following is added to the **Cancellation** Common Policy Condition:

If you fail to submit to or allow an audit for the current or most recently expired term, we may cancel this policy subject to the following:

1. We will make two documented efforts to send you and your agent notification of potential cancellation. After the second notice has been sent, we have the right to cancel this policy by mailing or delivering a written notice of cancellation to the first Named Insured at least 10 days before the effective date of cancellation, but not within 20 days of the first documented effort.
2. If we cancel this policy based on your failure to submit to or allow an audit, we will send the written notice of cancellation to the first Named Insured at the last known mailing address by certified mail or statutory overnight delivery with return receipt requested.

COMMERCIAL PROPERTY

COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
 - a. During the policy period shown in the Declarations; and
 - b. Within the coverage territory.
2. The coverage territory is:
 - a. The United States of America (including its territories and possessions);
 - b. Puerto Rico; and
 - c. Canada.

I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance;
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or
 - c. Your tenant.

This will not restrict your insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY**

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease. However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supersedes any exclusion relating to "pollutants".
- D.** The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
 - 1. Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
 - 2. Additional Coverage - Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.



BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section H. Definitions.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, **A.1.**, and limited in **A.2.** Property Not Covered, if a Limit Of Insurance is shown in the Declarations for that type of property.

a. Building, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, including outdoor fixtures;
- (3) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - (a) Fire-extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- (5) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the building or structure;
 - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

b. Your Business Personal Property consists of the following property located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater:

- (1) Furniture and fixtures;

(2) Machinery and equipment;

(3) "Stock";

(4) All other personal property owned by you and used in your business;

(5) Labor, materials or services furnished or arranged by you on personal property of others;

(6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:

(a) Made a part of the building or structure you occupy but do not own; and

(b) You acquired or made at your expense but cannot legally remove;

(7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

c. Personal Property Of Others that is:

- (1) In your care, custody or control; and
- (2) Located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

2. Property Not Covered

Covered Property does not include:

- a.** Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b.** Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;
- c.** Automobiles held for sale;



- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (1) The lowest basement floor; or
 - (2) The surface of the ground, if there is no basement;
- h. Land (including land on which the property is located), water, growing crops or lawns (other than lawns which are part of a vegetated roof);
- i. Personal property while airborne or waterborne;
- j. Bulkheads, pilings, piers, wharves or docks;
- k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l. Retaining walls that are not part of a building;
- m. Underground pipes, flues or drains;
- n. Electronic data, except as provided under the Additional Coverage, Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, n., does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system;
- o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and

records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;

- p. Vehicles or self-propelled machines (including aircraft or watercraft) that:
 - (1) Are licensed for use on public roads; or
 - (2) Are operated principally away from the described premises.

This paragraph does not apply to:

- (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;
 - (b) Vehicles or self-propelled machines, other than autos, you hold for sale;
 - (c) Rowboats or canoes out of water at the described premises; or
 - (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers; or
- q. The following property while outside of buildings:
 - (1) Grain, hay, straw or other crops;
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), all except as provided in the Coverage Extensions.

3. Covered Causes Of Loss

See applicable Causes Of Loss form as shown in the Declarations.

4. Additional Coverages

a. Debris Removal

- (1) Subject to Paragraphs (2), (3) and (4), we will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.



(2) Debris Removal does not apply to costs to:

- (a) Remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;
- (b) Remove debris of property owned by or leased to the landlord of the building where your described premises are located, unless you have a contractual responsibility to insure such property and it is insured under this policy;
- (c) Remove any property that is Property Not Covered, including property addressed under the Outdoor Property Coverage Extension;
- (d) Remove property of others of a type that would not be Covered Property under this Coverage Form;
- (e) Remove deposits of mud or earth from the grounds of the described premises;
- (f) Extract "pollutants" from land or water; or
- (g) Remove, restore or replace polluted land or water.

(3) Subject to the exceptions in Paragraph (4), the following provisions apply:

- (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
- (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage. However, if no Covered Property has sustained direct physical loss or damage, the most we will pay for removal of debris of other property (if such removal is covered under this Additional Coverage) is \$5,000 at each location.

(4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
- (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) applies, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

(5) Examples

The following examples assume that there is no Coinsurance penalty.

Example 1

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 50,000
Amount of Loss Payable:	\$ 49,500
	(\$50,000 - \$500)

Debris Removal Expense:	\$ 10,000
Debris Removal Expense Payable:	\$ 10,000
	(\$10,000 is 20% of \$50,000.)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

Example 2

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 80,000
Amount of Loss Payable:	\$ 79,500
	(\$80,000 - \$500)

Debris Removal Expense:	\$ 40,000
Debris Removal Expense Payable	
Basic Amount:	\$ 10,500
Additional Amount:	\$ 25,000



The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: $\$80,000 (\$79,500 + \$500) \times .25 = \$20,000$, capped at $\$10,500$. The cap applies because the sum of the loss payable ($\$79,500$) and the basic amount payable for debris removal expense ($\$10,500$) cannot exceed the Limit of Insurance ($\$90,000$).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense ($\$40,000$) exceeds 25% of the loss payable plus the deductible ($\$40,000$ is 50% of $\$80,000$), and because the sum of the loss payable and debris removal expense ($\$79,500 + \$40,000 = \$119,500$) would exceed the Limit of Insurance ($\$90,000$). The additional amount of covered debris removal expense is $\$25,000$, the maximum payable under Paragraph (4). Thus, the total payable for debris removal expense in this example is $\$35,500$; $\$4,500$ of the debris removal expense is not covered.

b. Preservation Of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to $\$1,000$ for service at each premises described in the Declarations, unless a higher limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

d. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by

or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is $\$10,000$ for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

e. Increased Cost Of Construction

(1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.

(2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with the minimum standards of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in e.(3) through e.(9) of this Additional Coverage.

(3) The ordinance or law referred to in e.(2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises and is in force at the time of loss.

(4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:

- (a) You were required to comply with before the loss, even when the building was undamaged; and
- (b) You failed to comply with.

(5) Under this Additional Coverage, we will not pay for:

- (a) The enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth,



proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or

- (b) Any costs associated with the enforcement of or compliance with an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.
- (6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable Coinsurance percentage.
The amount payable under this Additional Coverage is additional insurance.
- (7) With respect to this Additional Coverage:
 - (a) We will not pay for the Increased Cost of Construction:
 - (i) Until the property is actually repaired or replaced at the same or another premises; and
 - (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
 - (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the same premises.

(c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the new premises.

(8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.

(9) The costs addressed in the Loss Payment and Valuation Conditions and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of or compliance with an ordinance or law. The amount payable under this Additional Coverage, as stated in e.(6) of this Additional Coverage, is not subject to such limitation.

f. Electronic Data

(1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data. This Additional Coverage does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.

(2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.

(3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:

(a) If the Causes Of Loss - Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to



the "specified causes of loss" as defined in that form and Collapse as set forth in that form.

- (b) If the Causes Of Loss - Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.
- (c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.
- (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage, Electronic Data, is \$2,500 (unless a higher limit is shown in the Declarations) for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:
 - (i) Similar use as the building described in the Declarations; or
 - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

(2) Your Business Personal Property

(a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:

- (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions; or
- (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

(b) This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or



- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Period Of Coverage

With respect to insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

b. Personal Effects And Property Of Others

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

c. Valuable Papers And Records (Other Than Electronic Data)

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.

- (2) If the Causes Of Loss - Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.

- (3) If the Causes Of Loss - Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.

- (4) Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist) and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and, therefore, coverage of such costs is not additional insurance.

d. Property Off-premises

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:

- (a) Temporarily at a location you do not own, lease or operate;
- (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
- (c) At any fair, trade show or exhibition.

- (2) This Extension does not apply to property:

- (a) In or on a vehicle; or
- (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.

- (3) The most we will pay for loss or damage under this Extension is \$10,000.

e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;



- (4) Riot or Civil Commotion; or
(5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

f. Non-owned Detached Trailers

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:

- (a) The trailer is used in your business;
- (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
- (c) You have a contractual responsibility to pay for loss or damage to the trailer.

- (2) We will not pay for any loss or damage that occurs:

- (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
- (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.

- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.

- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

g. Business Personal Property Temporarily In Portable Storage Units

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to such property

while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the building or structure described in the Declarations or within 100 feet of the premises described in the Declarations, whichever distance is greater.

- (2) If the applicable Covered Causes of Loss form or endorsement contains a limitation or exclusion concerning loss or damage from sand, dust, sleet, snow, ice or rain to property in a structure, such limitation or exclusion also applies to property in a portable storage unit.

- (3) Coverage under this Extension:

- (a) Will end 90 days after the business personal property has been placed in the storage unit;
- (b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the business personal property has been stored there for 90 or fewer days as of the time of loss or damage.

- (4) Under this Extension, the most we will pay for the total of all loss or damage to business personal property is \$10,000 (unless a higher limit is indicated in the Declarations for such Extension) regardless of the number of storage units. Such limit is part of, not in addition to, the applicable Limit of Insurance on Your Business Personal Property. Therefore, payment under this Extension will not increase the applicable Limit of Insurance on Your Business Personal Property.

- (5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form or policy, and does not apply to loss or damage to the storage unit itself.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

B. Exclusions And Limitations

See applicable Causes Of Loss form as shown in the Declarations.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.



The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$2,500 per sign in any one occurrence.

The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage:

1. Fire Department Service Charge;
2. Pollutant Clean-up And Removal;
3. Increased Cost Of Construction; and
4. Electronic Data.

Payments under the Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance.

D. Deductible

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

Example 1

(This example assumes there is no Coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance - Building 1:	\$ 60,000
Limit of Insurance - Building 2:	\$ 80,000
Loss to Building 1:	\$ 60,100
Loss to Building 2:	\$ 90,000

The amount of loss to Building 1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Building 1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building 1:

\$ 60,100
- 250

\$ 59,850 Loss Payable - Building 1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building 2. Loss payable for Building 2 is the Limit of Insurance of \$80,000.

Total amount of loss payable:
\$59,850 + \$80,000 = \$139,850

Example 2

(This example, too, assumes there is no Coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example 1.

Loss to Building 1:	\$ 70,000
(Exceeds Limit of Insurance plus Deductible)	
Loss to Building 2:	\$ 90,000
(Exceeds Limit of Insurance plus Deductible)	
Loss Payable - Building 1:	\$ 60,000
(Limit of Insurance)	
Loss Payable - Building 2:	\$ 80,000
(Limit of Insurance)	
Total amount of loss payable:	\$ 140,000

E. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties In The Event Of Loss Or Damage

- a. You must see that the following are done in the event of loss or damage to Covered Property:
 - (1) Notify the police if a law may have been broken.
 - (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
 - (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
 - (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage



- resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
 - (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
 - (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - (8) Cooperate with us in the investigation or settlement of the claim.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. Loss Payment

- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:
- (1) Pay the value of lost or damaged property;
 - (2) Pay the cost of repairing or replacing the lost or damaged property, subject to b. below;
 - (3) Take all or any part of the property at an agreed or appraised value; or
 - (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to b. below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.
- c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- d. We will not pay you more than your financial interest in the Covered Property.
- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part, and:
 - (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.
- h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the



property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

6. Vacancy

a. Description Of Terms

(1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in (1)(a) and (1)(b) below:

(a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

(b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

(i) Rented to a lessee or sublessee and used by the lessee or sublessee to conduct its customary operations; and/or

(ii) Used by the building owner to conduct customary operations.

(2) Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

(1) We will not pay for any loss or damage caused by any of the following, even if they are Covered Causes of Loss:

(a) Vandalism;

(b) Sprinkler leakage, unless you have protected the system against freezing;

(c) Building glass breakage;

(d) Water damage;

(e) Theft; or

(f) Attempted theft.

(2) With respect to Covered Causes of Loss other than those listed in b.(1)(a) through b.(1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

7. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

a. At actual cash value as of the time of loss or damage, except as provided in b., c., d. and e. below.

b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

However, the following property will be valued at the actual cash value, even when attached to the building:

(1) Awnings or floor coverings;

(2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or

(3) Outdoor equipment or furniture.

c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.

d. Glass at the cost of replacement with safety-glazing material if required by law.

e. Tenants' Improvements and Betterments at:

(1) Actual cash value of the lost or damaged property if you make repairs promptly.

(2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:

(a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

(b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

(3) Nothing if others pay for repairs or replacement.



F. Additional Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies:

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

Example 1 (Underinsurance)

When: The value of the property is: \$ 250,000
 The Coinsurance percentage for it is: 80%
 The Limit of Insurance for it is: \$ 100,000
 The Deductible is: \$ 250
 The amount of loss is: \$ 40,000

Step (1): $\$250,000 \times 80\% = \$200,000$
 (the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $\$100,000 \div \$200,000 = .50$

Step (3): $\$40,000 \times .50 = \$20,000$

Step (4): $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

Example 2 (Adequate Insurance)

When: The value of the property is: \$ 250,000
 The Coinsurance percentage for it is: 80%
 The Limit of Insurance for it is: \$ 200,000
 The Deductible is: \$ 250
 The amount of loss is: \$ 40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ($\$250,000 \times 80\%$). Therefore, the Limit of Insurance in this example is adequate, and no penalty applies. We will pay no more than \$39,750 (\$40,000 amount of loss minus the deductible of \$250).

- b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

Example 3

When: The value of the property is:
 Building at Location 1: \$ 75,000
 Building at Location 2: \$ 100,000
 Personal Property at Location 2: \$ 75,000
 \$ 250,000

The Coinsurance percentage for it is: 90%

The Limit of Insurance for Buildings and Personal Property at Locations 1 and 2 is: \$ 180,000
 The Deductible is: \$ 1,000

The amount of loss is:
 Building at Location 2: \$ 30,000
 Personal Property at Location 2: \$ 20,000
 \$ 50,000

Step (1): $\$250,000 \times 90\% = \$225,000$
 (the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2): $\$180,000 \div \$225,000 = .80$

Step (3): $\$50,000 \times .80 = \$40,000$

Step (4): $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

2. Mortgageholders

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and



- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
- (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:

- (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item:

1. Agreed Value

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.
- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.

- c. The terms of this Optional Coverage apply only to loss or damage that occurs:

- (1) On or after the effective date of this Optional Coverage; and
- (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.

- b. The amount of increase will be:

- (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
- (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
- (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

Example

If: The applicable Limit of Insurance is: \$ 100,000
 The annual percentage increase is: 8%
 The number of days since the beginning of the policy year (or last policy change) is: 146
 The amount of increase is:
 $\$100,000 \times .08 \times 146 \div 365 = \$ 3,200$

3. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Valuation Loss Condition of this Coverage Form.
- b. This Optional Coverage does not apply to:
 - (1) Personal property of others;
 - (2) Contents of a residence;
 - (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or
 - (4) "Stock", unless the Including "Stock" option is shown in the Declarations.
 Under the terms of this Replacement Cost Optional Coverage, tenants' improvements and betterments are not considered to be the personal property of others.



c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.

d. We will not pay on a replacement cost basis for any loss or damage:

- (1) Until the lost or damaged property is actually repaired or replaced; and
- (2) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

With respect to tenants' improvements and betterments, the following also apply:

- (3) If the conditions in d.(1) and d.(2) above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Loss Condition of this Coverage Form; and
- (4) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.

e. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3), subject to f. below:

- (1) The Limit of Insurance applicable to the lost or damaged property;
- (2) The cost to replace the lost or damaged property with other property:
 - (a) Of comparable material and quality; and
 - (b) Used for the same purpose; or
- (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in e.(2) above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

f. The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

4. Extension Of Replacement Cost To Personal Property Of Others

a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph 3.b.(1) of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

b. With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

H. Definitions

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
3. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

- A. When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.
- B. The following exclusion and related provisions are added to Paragraph **B.2. Exclusions** in the Causes Of Loss Forms and to any Coverage Form or policy to which a Causes Of Loss Form is not attached:
 - 1. We will not pay for loss or damage arising out of any act committed:
 - a. By or at the direction of any insured; and
 - b. With the intent to cause a loss.
 - 2. However, this exclusion will not apply to deny coverage to an innocent co-insured, provided the loss:
 - a. Is otherwise covered under this Coverage Part; and
 - b. Arose out of an act of family violence by an insured against whom a family violence complaint is brought for such act.
 - 3. If we pay a claim pursuant to Paragraph **B.2.**, our payment to the insured is limited to that insured's legal interest in the property less any payments we first made to a mortgageholder or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.
- C. The following explanation is added with respect to application of the Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria and the Limited Coverage of the same title:
With respect to the portion of Covered Property that would still have required repair or replacement had there been no "fungus", wet or dry rot or bacteria, this Exclusion and Limited Coverage will not serve to limit the amount of recovery for such repair or replacement.
However, the Exclusion and Limited Coverage shall continue to apply to:
 - 1. The cost to treat, contain, remove or dispose of "fungus", wet rot, dry rot or bacteria beyond that which is required to repair or replace Covered Property;
 - 2. The cost of testing as described in the Limited Coverage; and
 - 3. Any increase in loss under Business Income and/or Extra Expense Forms resulting from 1. or 2. above.

Regardless of whether the Exclusion and Limited Coverage apply to a loss, the Limit of Insurance on Covered Property is not increased. The maximum recoverable, for the total of the cost to repair or replace Covered Property and any additional covered cost to treat, contain, remove, dispose of or test for "fungus", wet or dry rot or bacteria, is the applicable Limit of Insurance on the affected Covered Property.

- D. This Paragraph, **D.**, applies to the following:
BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT OWNERS COVERAGE FORM
BUILDERS RISK COVERAGE FORM
STANDARD PROPERTY POLICY

Paragraph **a.** of the **Loss Payment Condition** is replaced by the following:

- a. In the event of loss or damage covered by this Coverage Form, at our option we will either:
 - (1) Repair, rebuild or replace the property with other property of like kind and quality, or pay the cost of such repair, rebuilding or replacement, as limited by Paragraph **b.** of this Loss Payment Condition and any other applicable policy provisions, such as the Limit of Insurance provision, the Valuation Condition or any provision which amends or supersedes the Valuation Condition; or
 - (2) Take all or any part of the property at an agreed or appraised value.

With respect to Paragraph **a.(1)**, this policy covers only the cost of repair, rebuilding or replacement. Such cost does not include recovery of, and therefore this policy does not pay any compensation for, an actual or perceived reduction in the market value of any property. But if the property that has sustained loss or damage is subject to an endorsement which explicitly addresses market value, then that endorsement will apply to such property in accordance with its terms.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT AND TECHNOLOGY BREAKDOWN COVERAGE (INCLUDING ELECTRONIC CIRCUITRY IMPAIRMENT)

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CAUSES OF LOSS-- BASIC FORM
CAUSES OF LOSS-- BROAD FORM
CAUSES OF LOSS-- SPECIAL FORM

- A. The following is added as an Additional Coverage to the Causes of Loss - Basic Form, Broad Form or Special Form.

Additional Coverage-- Equipment Breakdown

The term Covered Cause of Loss includes the Additional Coverage Equipment Breakdown as described and limited below. Without an "accident" or "electronic circuitry impairment", there is no Equipment Breakdown Coverage.

1. We will pay for direct physical damage to Covered Property that is the direct result of an "accident" or "electronic circuitry impairment". We will consider "electronic circuitry impairment" to be physical damage to "covered equipment".
2. Unless otherwise shown in a "schedule", the following coverages also apply to the direct result of an "accident" or "electronic circuitry impairment". However, with respect to coverage 2.i. Service Interruption below and any Dependent Properties coverage provided by this coverage part, coverage will apply only to the direct result of an "accident" and will not apply to the direct result of an "electronic circuitry impairment". These coverages do not provide additional amounts of insurance.
 - a. **Business Income and Extra Expense**
 - (1) Any insurance provided under the coverage part for Business Income or Extra Expense is extended to the coverage provided by this endorsement. However, if a deductible is shown in a "schedule", then with respect to this endorsement only, the "period of restoration" will begin immediately after the "accident" or "electronic circuitry impairment", and the deductible shown in the "schedule" will apply.
 - (2) The most we will pay for loss or expense under this coverage is the applicable limit for Business Income and Extra Expense, unless otherwise shown in a "schedule".
 - b. **Data Restoration**
 - (1) We will pay for your reasonable and necessary cost to research, replace and restore lost "data".
 - (2) The most we will pay for loss or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, is \$50,000 unless otherwise shown in a "schedule".
 - c. **Expediting Expenses**
 - (1) With respect to your damaged Covered Property, we will pay the reasonable extra cost to:
 - (a) Make temporary repairs; and
 - (b) Expedite permanent repairs or permanent replacement.
 - (2) The most we will pay for loss or expense under this coverage is \$50,000 unless otherwise shown in a "schedule".
 - d. **"Fungus", Wet Rot, Dry Rot And Bacteria**
 - (1) No "fungus", wet rot, dry rot or bacteria coverage is provided unless a limit is shown in a "schedule". If coverage applies, we will pay your additional cost to repair or replace Covered Property because of contamination by "fungus", wet rot, dry rot or bacteria. This includes the additional costs to clean up or dispose of such property. This does not include spoilage of personal property that is "perishable goods" to the extent that such spoilage is covered under Spoilage coverage.
 - (2) As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no "fungus", wet rot, dry rot or bacteria been involved.



- (3) We will also pay the cost of testing performed after repair or replacement of the damaged Covered Property is completed only to the extent that there is reason to believe there is the presence of "fungus", wet rot, dry rot or bacteria.
 - (4) This coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.
 - (5) The most we will pay in any "one equipment breakdown" for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, is the amount shown in a "schedule" even if the "fungus", wet rot, dry rot or bacteria continues to be present or active or recurs in a later policy period.
- e. Green**
- (1) With respect to Covered Property, we will pay your additional cost to:
 - (a) Repair damaged property using equipment, materials and service firms required or recommended by a "recognized environmental standards program", if repair is the least expensive option;
 - (b) Replace damaged property using equipment, materials and service firms required or recommended by a "recognized environmental standards program", if replacement is the least expensive option;
 - (c) Dispose of damaged property or equipment, if practicable, through a recycling process; and
 - (d) Flush out reconstructed space with up to 100% outside air using new filtration media.
 - (2) With respect to any building that is Covered Property and was, at the time of the "accident" or "electronic circuitry impairment", certified by a "recognized environmental standards program", we will pay your additional cost:
 - (a) To prevent a lapse of such certification;
 - (b) To reinstate the certification or replace it with an equivalent certification;
 - (c) For an engineer authorized by a "recognized environmental standards program" to oversee the repair or replacement of the damaged Covered Property; and
 - (d) For a Professional Engineer to commission or recommission your damaged mechanical, electrical, or electronic building systems.
 - (3) As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage in the absence of this Green coverage.
 - (4) This coverage is subject to the following provisions:
 - (a) This coverage applies in addition to any coverage that may apply under the Environmental, Safety and Efficiency Improvements condition of this endorsement, or any other applicable coverage.
 - (b) This coverage only applies to Covered Property that must be repaired or replaced as a direct result of an "accident" or "electronic circuitry impairment".
 - (c) This coverage does not apply to any Covered Property to which Actual Cash Value applies.
 - (5) No Green coverage is provided unless a limit is shown in a "schedule". The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, is \$25,000 unless otherwise shown in a "schedule".
- f. Hazardous Substances**
- (1) We will pay your additional cost to repair or replace Covered Property because of contamination by a "hazardous substance". This includes the additional expenses to clean up or dispose of such property.
 - (2) This does not include contamination of "perishable goods" by refrigerant, including but not limited to ammonia, which is addressed in 2.j.(1)(b) below. As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no "hazardous substance" been involved.
 - (3) The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, is \$50,000 unless otherwise shown in a "schedule".
- g. Off Premises Equipment Breakdown**
- (1) We will pay for physical damage to transportable "covered equipment" that, at the time of the "accident" or "electronic circuitry impairment", is not at a covered location. As respects this Off Premises Equipment Breakdown coverage only, the "accident" or "electronic circuitry impairment" may occur in any country except one in which the United States has imposed sanctions, embargoes or similar restrictions on the provision of insurance.



- (2) We will also pay for your reasonable and necessary cost to research, replace and restore lost "data" contained within "covered equipment" as described under (1) above. This amount may not exceed the limit applicable to Data Restoration coverage.
 - (3) The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, and Data Restoration as described in (2) above is the limit for Property Off-premises coverage, shown in your policy, unless otherwise shown in a "schedule".
- h. Public Relations**
- (1) This coverage only applies if you have sustained an actual loss of Business Income covered under this endorsement.
 - (2) We will pay for your reasonable costs for professional services to create and disseminate communications, when the need for such communications arises directly from the interruption of your business. This communication must be directed to one or more of the following:
 - (a) The media;
 - (b) The public; or
 - (c) Your customers, clients or members.
 - (3) Such costs must be incurred during the "period of restoration" or up to 30 days after the "period of restoration" has ended.
 - (4) The most we will pay for loss or expense under this coverage is \$5,000 unless otherwise shown in a "schedule".
- i. Service Interruption**
- (1) Any insurance provided for Business Income, Extra Expense, Data Restoration or Spoilage is extended to apply to your loss, damage or expense caused by a failure or disruption of service. The failure or disruption of service must be caused by an "accident" to equipment, including overhead transmission lines, that is owned by a utility, landlord, a landlord's utility or other supplier who provides you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, Internet access, telecommunications services, "cloud computing services", wide area networks or data transmission. The equipment must meet the definition of "covered equipment" except that it is not Covered Property.
 - (2) "Cloud computing services" must be provided by a professional provider with whom you have a contract.
 - (3) With respect to the Data Restoration portion of this Service Interruption coverage, coverage will also apply to "data" stored in the equipment of a provider of "cloud computing services".
 - (4) Unless otherwise shown in a "schedule", any insurance provided for Business Income or Data Restoration will not apply under this Service Interruption coverage unless the failure or disruption of service exceeds 24 hours immediately following the "accident". If the interruption exceeds 24 hours, coverage will begin at the time of the disruption, and the applicable deductible will apply.
 - (5) The most we will pay in any "one equipment breakdown" for loss, damage or expense under this coverage is the applicable limit for Business Income, Extra Expense, Data Restoration or Spoilage, except that if a limit is shown in a "schedule" for Service Interruption, that limit will apply to Business Income and Extra Expense loss under this coverage.
- j. Spoilage**
- (1) We will pay for:
 - (a) Physical damage to "perishable goods" due to spoilage;
 - (b) Physical damage to "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia;
 - (c) Any necessary expenses you incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.
 - (2) If you are unable to replace the "perishable goods" before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the "perishable goods" at the time of the "accident" or "electronic circuitry impairment", less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Valuation condition.
 - (3) The most we will pay for loss, damage or expense under this coverage is \$50,000 unless otherwise shown in a "schedule".



3. EXCLUSIONS

All exclusions in the applicable Causes of Loss form apply except as modified below and to the extent that coverage is specifically provided by this endorsement.

a. The following exclusions are modified:

- (1) If the Causes of Loss -- Basic Form or Causes of Loss -- Broad Form applies, the following is added to Exclusion B.2.:
Depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions. However, if an "accident" or "electronic circuitry impairment" results, we will pay for the resulting loss, damage or expense caused by that "accident" or "electronic circuitry impairment".
- (2) If the Causes of Loss--Special Form applies, with respect to this endorsement only, the last paragraph of Exclusion B.2.d. is deleted and replaced with the following:
But if an excluded cause of loss that is listed in 2.d.(1) through (7) results in an "accident" or "electronic circuitry impairment", we will pay for the loss, damage or expense caused by that "accident" or "electronic circuitry impairment".

b. The following exclusions are added:

- (1) We will not pay for loss, damage or expense caused by or resulting from a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel, or an electrical insulation breakdown test of any type of electrical equipment.
- (2) Coverage under this endorsement does not apply to an "accident" or "electronic circuitry impairment" caused by or resulting from:
 - (a) Fire (including fire resulting from an "accident" or "electronic circuitry impairment"), or water or other means used to extinguish a fire;
 - (b) Explosion of gas or unconsumed fuel within the furnace of any boiler or fired vessel or within the passages from that furnace to the atmosphere;
 - (c) Any other explosion, except as specifically covered under this endorsement;
 - (d) Vandalism;
 - (e) Lightning; smoke; aircraft or vehicles; riot or civil commotion; sprinkler leakage; elevator collision;
 - (f) Windstorm or hail. However, this exclusion does not apply when:
 - (i) "Covered equipment" located within a building or structure suffers an "accident" or "electronic circuitry impairment" that results from wind-blown rain, snow, sand or dust; and
 - (ii) The building or structure did not first sustain wind or hail damage to its roof or walls through which the rain, snow, sand or dust entered;
 - (g) Breakage of glass; falling objects; weight of snow, ice or sleet; freezing (caused by cold weather); collapse or molten material;
 - (h) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; mudslide or mudflow; or water that backs up or overflows from a sewer, drain or sump. However, if electrical "covered equipment" requires drying out because of the above, we will pay for the direct expenses of such drying out subject to the applicable Limit of Insurance and deductible for Building or Business Personal Property, whichever applies;
 - (i) Any earth movement, including but not limited to earthquake, subsidence, sinkhole collapse, landslide, earth sinking, tsunami or volcanic action.
- (3) With respect to Business Income, Extra Expense and Service Interruption coverages, we will also not pay for any increase in loss resulting from an agreement between you and your customer or supplier.
- (4) Except as specifically provided under A.2.d. "Fungus", Wet Rot, Dry Rot And Bacteria coverage we will not pay for loss, damage or expense caused directly or indirectly by the following, whether or not caused by or resulting from an "accident" or "electronic circuitry impairment": Any "fungus", wet rot, dry rot or bacteria, including any presence, growth, proliferation, spread or any activity of "fungus", wet rot, dry rot or bacteria. This includes, but is not limited to, costs arising from clean up, removal, or abatement of such "fungus", wet rot, dry rot or bacteria. However, this exclusion does not apply to spoilage of personal property that is "perishable goods", to the extent that such spoilage is covered under Spoilage coverage.
- (5) We will not pay for any loss or damage to animals.

c. Exclusions b.(2)(e) and b.(2)(f) above shall not apply if:

- (1) The excluded cause of loss occurs away from any covered location and causes an electrical surge or other electrical disturbance;



- (2) Such surge or disturbance is transmitted through utility service transmission lines to the covered location and results in an "accident" or "electronic circuitry impairment"; and
- (3) The loss, damage or expense caused by such surge or disturbance is not covered elsewhere under the policy.
- d. Any cause of loss set forth in exclusion b.(2)(f) above that is not a Covered Cause of Loss in this coverage part shall be excluded only as respects Service Interruption coverage.

4. DEFINITIONS

The following definitions are added with respect to this endorsement only:

a. "Accident"

- (1) "Accident" means a fortuitous event that causes direct physical damage to "covered equipment". The event must be one of the following:
 - (a) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - (b) Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
 - (c) Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
 - (d) Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
 - (e) Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.
- (2) None of the following is an "accident":
 - (a) Defect, programming error, programming limitation, computer virus, malicious code, loss of "data", loss of access, loss of use, loss of functionality or other condition within or involving "data" or "media" of any kind; or
 - (b) Misalignment, mis-calibration, tripping off-line, or any condition which can be corrected by resetting, tightening, adjusting or cleaning, or by the performance of maintenance. However, if an "accident" results, we will pay for the resulting loss, damage or expense caused by that "accident".

b. "Boilers and vessels" means:

- (1) Any boiler, including attached steam, condensate and feedwater piping; and
- (2) Any fired or unfired pressure vessel subject to vacuum or internal pressure other than the static pressure of its contents.

This term does not appear elsewhere in this endorsement, but may appear in a "schedule".

c. "Cloud computing services" means professional, on-demand, self-service data storage or data processing services provided through the Internet or over telecommunications lines. This includes services known as IaaS (infrastructure as a service), PaaS (platform as a service), SaaS (software as a service) and NaaS (network as a service). This includes business models known as public clouds, community clouds and hybrid clouds. "Cloud computing services" include private clouds if such services are owned and operated by a third party.

d. "Covered equipment"

- (1) "Covered equipment" means, unless otherwise specified in a "schedule", Covered Property:
 - (a) That generates, transmits or utilizes energy; or
 - (b) Which, during normal usage, operates under vacuum or pressure, other than the weight of its contents. "Covered equipment" may utilize conventional design and technology or new or newly commercialized design and technology.
- (2) None of the following is "covered equipment":
 - (a) Structure, foundation, cabinet or compartment;
 - (b) Insulating or refractory material;
 - (c) Sewer piping, buried vessels or piping, or piping forming a part of a sprinkler or fire suppression system;
 - (d) Water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
 - (e) "Vehicle" or any equipment mounted on a "vehicle";
 - (f) Satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
 - (g) Dragline, excavation or construction equipment; or
 - (h) Equipment manufactured by you for sale.

e. "Data" means information or instructions stored in digital code capable of being processed by machinery.



- f. "Electronic circuitry" means microelectronic components, including but not limited to circuit boards, integrated circuits, computer chips and disk drives.
- g. "Electronic circuitry impairment"
- (1) "Electronic circuitry impairment" means a fortuitous event involving "electronic circuitry" within "covered equipment" that causes the "covered equipment" to suddenly lose its ability to function as it had been functioning immediately before such event. This definition is subject to the conditions specified in (2), (3) and (4) below.
 - (2) We shall determine that the reasonable and appropriate remedy to restore such "covered equipment's" ability to function is the replacement of one or more "electronic circuitry" components of the "covered equipment".
 - (3) The "covered equipment" must be owned or leased by you, or operated under your control.
 - (4) None of the following is an "electronic circuitry impairment":
 - (a) Any condition that can be reasonably remedied by:
 - i. Normal maintenance, including but not limited to replacing expendable parts, recharging batteries or cleaning;
 - ii. Rebooting, reloading or updating software or firmware; or
 - iii. Providing necessary power or supply.
 - (b) Any condition caused by or related to:
 - i. Incompatibility of the "covered equipment" with any software or equipment installed, introduced or networked within the prior 30 days; or
 - ii. Insufficient size, capability or capacity of the "covered equipment".
 - (c) Exposure to adverse environmental conditions, including but not limited to change in temperature or humidity, unless such conditions result in an observable loss of functionality. Loss of warranty shall not be considered an observable loss of functionality.
- h. "Hazardous substance" means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.
- i. "Media" means material on which "data" is recorded, such as solid state drives, hard disks, optical disks, flash drives, magnetic tapes or floppy disks.
- j. "One equipment breakdown" means: If an initial "accident" or "electronic circuitry impairment" causes other "accidents" or "electronic circuitry impairments", all will be considered "one equipment breakdown". All "accidents" or "electronic circuitry impairments" that are the result of the same "accident" or "electronic circuitry impairment" will be considered "one equipment breakdown".
- k. "Perishable goods" means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.
- l. "Production machinery" means any machine or apparatus that processes or produces a product intended for eventual sale. This includes all component parts of such machine or apparatus and any other equipment used exclusively with such machine or apparatus. However, "production machinery" does not mean any boiler, or fired or unfired pressure vessel.
This term does not appear elsewhere in this endorsement, but may appear in a "schedule".
- m. "Recognized environmental standards program" means one of the following:
 - (1) The United States Environmental Protection Agency ENERGY STAR[®] program;
 - (2) The U.S. Green Building Council LEED[®] program;
 - (3) The Green Building Initiative GREEN GLOBES[®] program; or
 - (4) Any nationally or internationally recognized environmental standards program designed to achieve energy savings and related objectives of the type included in the programs listed above.
- n. "Schedule" means the Equipment Breakdown Coverage Schedule.
- o. "Vehicle" means, as respects this endorsement only, any machine or apparatus that is used for transportation or moves under its own power. "Vehicle" includes, but is not limited to: car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester.
However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a "vehicle".



- B. The Building and Personal Property Coverage Form is modified as follows.**
The definitions stated above also apply to section B. of this endorsement.

1. DEDUCTIBLE

The deductible in the Declarations applies unless a separate Equipment Breakdown deductible is shown in a "schedule". If a separate Equipment Breakdown deductible is shown, the following applies. Only as regards Equipment Breakdown Coverage, provision D. DEDUCTIBLE is deleted and replaced with the following:

a. Deductibles for Each Coverage

- (1) Unless the "schedule" indicates that your deductible is combined for all coverages, multiple deductibles may apply to any "one equipment breakdown".
- (2) We will not pay for loss, damage or expense under any coverage until the amount of the covered loss, damage or expense exceeds the deductible amount indicated for that coverage in the "schedule". We will then pay the amount of loss, damage or expense in excess of the applicable deductible amount, subject to the applicable limit.
- (3) If deductibles vary by type of "covered equipment" and more than one type of "covered equipment" is involved in any "one equipment breakdown", only the highest deductible for each coverage will apply.

b. Direct and Indirect Coverages

- (1) Direct Coverages Deductibles and Indirect Coverages Deductibles may be indicated in the "schedule".
- (2) Unless more specifically indicated in the "schedule":
 - (a) Indirect Coverages Deductibles apply to Business Income and Extra Expense loss; and
 - (b) Direct Coverages Deductibles apply to all remaining loss, damage or expense covered by this endorsement.

c. Application of Deductibles

(1) Dollar Deductibles

We will not pay for loss, damage or expense resulting from any "one equipment breakdown" until the amount of loss, damage or expense exceeds the applicable deductible shown in the "schedule". We will then pay the amount of loss, damage or expense in excess of the applicable deductible or deductibles, up to the applicable Limit of Insurance.

(2) Time Deductible

If a time deductible is shown in the "schedule", we will not be liable for any loss occurring during the specified number of hours or days immediately following the "accident" or "electronic circuitry impairment". If a time deductible is expressed in days, each day shall mean twenty-four consecutive hours.

(3) Multiple of Average Daily Value (ADV)

If a deductible is expressed as a number times ADV, that amount will be calculated as follows: The ADV (Average Daily Value) will be the Business Income (as defined in any Business Income coverage that is part of this policy) that would have been earned during the period of interruption of business had no "accident" or "electronic circuitry impairment" occurred, divided by the number of working days in that period. No reduction shall be made for the Business Income not being earned, or in the number of working days, because of the "accident" or "electronic circuitry impairment" or any other scheduled or unscheduled shutdowns during the period of interruption. The ADV applies to the Business Income value of the entire location, whether or not the loss affects the entire location. If more than one location is included in the valuation of the loss, the ADV will be the combined value of all affected locations. For purposes of this calculation, the period of interruption may not extend beyond the "period of restoration". The number indicated in the "schedule" will be multiplied by the ADV as determined above. The result shall be used as the applicable deductible.

(4) Percentage of Loss Deductibles

If a deductible is expressed as a percentage of loss, we will not be liable for the indicated percentage of the gross amount of loss, damage or expense (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated minimum deductible, the minimum deductible will be the applicable deductible.

2. CONDITIONS

- a.** The following conditions are in addition to the Conditions in the Building and Personal Property Coverage Form, the Commercial Property Conditions and the Common Policy Conditions.

**(1) Suspension**

Whenever "covered equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an "accident" or "electronic circuitry impairment" to that "covered equipment". This can be done by mailing or delivering a written notice of suspension to:

- (a) Your last known address; or
- (b) The address where the "covered equipment" is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that "covered equipment". If we suspend your insurance, you will get a pro rata refund of premium for that "covered equipment" for the period of suspension. But the suspension will be effective even if we have not yet made or offered a refund.

(2) Jurisdictional Inspections

If any property that is "covered equipment" under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

(3) Coinsurance

If a coinsurance percentage is shown in a "schedule" for specified coverages, the following condition applies.

We will not pay for the full amount of your loss if the applicable limit is less than the product of the specified coinsurance percentage times the value of the property subject to the coverage at the time of the loss. Instead, we will determine what percentage this calculated product is compared to the applicable limit and apply that percentage to the gross amount of loss. We will then subtract the applicable deductible. The resulting amount, or the applicable limit, is the most we will pay. We will not pay for the remainder of the loss. Coinsurance applies separately to each insured location.

- b. As respects this endorsement only, the **Valuation Condition** in the **Building and Personal Property Coverage Form** is deleted and replaced with the following:

Valuation

We will determine the value of Covered Property as follows:

- (1) Except as specified otherwise, our payment for damaged Covered Property will be the smallest of:
 - (a) The cost to repair the damaged property;
 - (b) The cost to replace the damaged property on the same site; or
 - (c) The amount you actually spend that is necessary to repair or replace the damaged property.
- (2) The amount of our payment will be based on the most cost-effective means to replace the function, capacity and remaining useful life of the damaged property. This may include the use of generic, used or reconditioned parts, equipment or property.
- (3) Except as described in (4) below, you must pay the extra cost of replacing damaged property with property of a better kind or quality or of a different size or capacity.
- (4) **Environmental, Safety and Efficiency Improvements**
If "covered equipment" requires replacement due to an "accident" or "electronic circuitry impairment", we will pay your additional cost to replace with equipment that is better for the environment, safer for people or more energy or water efficient than the equipment being replaced. However, we will not pay to increase the size or capacity of the equipment and we will not pay more than 150% of what the cost would have been to replace with like kind and quality. This provision does not apply to the replacement of component parts or to any property to which Actual Cash Value applies and does not increase any of the applicable limits.
- (5) The following property will be valued on an Actual Cash Value basis:
 - (a) Any property that does not currently serve a useful or necessary function for you;
 - (b) Any Covered Property that you do not repair or replace within 24 months after the date of the "accident" or "electronic circuitry impairment"; and
 - (c) Any Covered Property for which Actual Cash Value coverage is specified in a "schedule", Actual Cash Value includes deductions for depreciation.
- (6) If any one of the following conditions is met, property held for sale by you will be valued at the sales price as if no loss or damage had occurred, less any discounts and expenses that otherwise would have applied:
 - (a) The property was manufactured by you;



- (b) The sales price of the property is less than the replacement cost of the property; or
- (c) You are unable to replace the property before its anticipated sale.
- (7) Except as specifically provided for under Data Restoration coverage, "data" and "media" will be valued on the following basis:
 - (a) For mass-produced and commercially available software, at the replacement cost.
 - (b) For all other "data" and "media", at the cost of blank "media" for reproducing the records. We will not pay for "data" representing financial records based on the face value of such records.

The most we will pay for loss, damage or expense under this endorsement arising from any "one equipment breakdown" is the applicable Limit of Insurance in the Declarations unless otherwise shown in a "schedule". Coverage provided under this endorsement does not provide an additional amount of insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

CAUSES OF LOSS - SPECIAL FORM

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM

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COVERAGE ENHANCEMENTS	LIMIT OF INSURANCE
BUILDING AND PERSONAL PROPERTY COVERAGE FORM CHANGES	
Amended Description - Fire Extinguishing Equipment	Included
Amended Description - Premises	Increased to "within 1,000 feet"
Amended Coverage - Signs Not Attached to Buildings	Removed from "Property Not Covered"
Debris Removal	\$100,000
Fire Department Service Charge	\$25,000
Pollutant Clean Up And Removal	\$50,000
Electronic Data	\$25,000
Newly Acquired or Constructed Property - Building	\$2,000,000 - Reporting Requirement Extended to 90 Days
Newly Acquired Property - Business Personal Property	\$1,000,000 - Reporting Requirement Extended to 90 Days
Personal Effects and Property of Others	\$50,000
Valuable Papers & Records	\$100,000
Property Off Premises	\$50,000
Non-Owned Detached Trailers	\$50,000
Amended Valuation for Small Losses	Replacement Cost for losses up to \$5,000
Arson & Theft Information Reward	\$25,000
Brands and Labels	Included
Business Personal Property Limit - Seasonal Automatic Increase	25%
Outdoor Signs	\$25,000
Fire Extinguisher Recharge	\$5,000
Inflation Guard	4%
Tenant Lease Obligation - Damage to Leased Real Property	\$7,500
Outdoor Property - Including Broadened Causes of Loss	\$50,000 but not more than \$1,000 for any one tree, shrub or plant
Accounts Receivable	\$100,000
Back Up of Sewers or Drains	\$100,000
Business Income and Extra Expense	\$75,000
Business Income from Dependent Properties	\$75,000
Claim Data Expense	\$10,000
Consequential Damage	\$25,000
Credit Card Slips	\$5,000
Difference in Value - Leased Equipment	Included
Employee Theft	\$10,000
Fine Arts	\$25,000
Forgery or Alteration	\$5,000
Lock Replacement	\$1,000
Money and Securities	\$10,000 Inside & Outside the Premises



Money Orders and Counterfeit Money.	\$5,000
Ordinance or Law	Included in Building Limit
Coverage A	\$250,000
Coverage B	\$250,000
Coverage C	
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Computer Coverage	\$25,000
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* Bridges, roadways, walks, patios or other paved surfaces	
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Utility Services - Time Element	\$25,000

COVERAGE DESCRIPTION

A. BUILDING AND PERSONAL PROPERTY COVERAGE FORM is amended as shown:

- Paragraph A.1.a.(4)(a) is revised to read, "Fire detection and extinguishing equipment".
- The provision relating to "within 100 feet of the described premises" contained in sections A.1.a.(5)(b), A.1.b., A.1.c.(2), and the first paragraph of A.5. is revised to read "within 1,000 feet of the described premises."
- The following Additional Coverage, Coverage Extensions, Limits of Insurance, Loss Conditions and Optional Coverages in the BUILDING AND PERSONAL PROPERTY COVERAGE FORM are amended as shown:

Section	Coverage Description	The most we will pay provision is increased to
A.4.a.(4)	Limits of Insurance - Debris Removal	\$100,000
A.4.c.	Fire Department Service Charge	\$25,000
A.4.d.	Pollutant Clean Up And Removal	\$50,000
A.4.f.(4)	Electronic Data	\$25,000
A.5.a.(1)	Newly Acquired or Constructed Property - Building	\$2,000,000
A.5.a.(2)	Newly Acquired or Constructed Property - Your Business Personal Property	\$1,000,000
A.5.a.(3)(b)	"30 days" is replaced by "90 days"	
A.5.b.	Personal Effects and Property of Others	\$50,000
A.5.c. (4)	Valuable Papers and Records (Other Than Electronic Data)	\$100,000
A.5.d.	Property Off Premises	
A.5.d.(2)	This paragraph is deleted.	
A.5.d.(3)	This limit is increased to:	\$50,000
A.5.e.	Paragraph A.5.e. is amended; for coverage on Outdoor Property (A.5.e.) see the referenced paragraph in this endorsement.	\$50,000
A.5.f.	Non-owned Detached Trailers	\$50,000
C.	Limits of Insurance - Outdoor Signs	\$25,000
E.7.b.	Valuation - This provision is changed to read "\$5,000 or less"	



4. The following coverages are added to Additional Coverages under section A.4.:
- g. **Arson and Theft Information.** We will pay the expenses to provide a reward for information leading to:
 - (1) An arson conviction in connection with a covered fire; or
 - (2) A conviction in connection with theft of Your Business Personal Property.
 Costs incurred in advertising the reward are included. The most we will pay under this provision is \$25,000. This limit applies per occurrence regardless of the number of persons providing information. No deductible applies to this additional coverage.
 - h. **Brands and Labels.** If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or any part of the property at an agreed or appraised value. If so, you may:
 - (1) Stamp "salvage" on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
 - (2) Remove the brands and labels, if doing so will not physically damage the merchandise. You must re-label the merchandise or its containers to comply with the law.
 We will pay reasonable costs you incur to perform the activity prescribed in h.(1) or h.(2) above. The total we pay for these costs and the value of the damaged property will not exceed the applicable Limit of Insurance on such property.
 - i. **Business Personal Property Limit - Seasonal Automatic Increase.** The limit of insurance for Your Business Personal Property will automatically increase by 25% to provide for seasonal variations. This increase will apply only if the limit of insurance shown for Your Business Personal Property in the declarations is at least 100% of your average monthly values during the lesser of:
 - (1) The 12 months immediately preceding the date the loss or damage occurs; or
 - (2) The period of time you have been in business as of the date the loss or damage occurs.
 - j. **Fire Extinguisher Recharge.** We will pay for your expense to recharge portable fire extinguishers used to fight a fire at the premises described in the Declarations or at immediately adjacent premises that expose your property to loss. The most we will pay under this provision is \$5,000. No deductible applies to this additional coverage.
 - k. **Inflation Guard.** The Limits of Insurance for Buildings and Your Business Personal Property under the policy to which this endorsement is attached will automatically increase by an annual percentage of 4%. The amount of increase will be:
 - (1) The Limit of insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times;
 - (2) 4%, times;
 - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.
 - l. **Tenant Lease Obligation - Damage to Leased Real Property.** If you are a tenant, we will pay up to \$7,500 for each location in any one occurrence of covered physical loss or damage to those particular parts of real property leased to you, other than exterior building glass, which you are obligated to insure under a written lease agreement. This is an additional amount of insurance subject to the applicable deductible. For purposes of this Additional Coverage, the Additional Condition - Coinsurance does not apply.
5. The following changes are made or coverages are added to the Coverage Extensions under Section A.5.
- e. **Outdoor Property.** You may extend the insurance provided by this Coverage form to apply to damage to your outdoor fences, radio and television antennas, satellite dishes, trees, shrubs and plants, including debris removal expense, resulting from any of the "specified causes of loss" as defined in the Causes of Loss - Special Form. The most we will pay for loss or damage under this Additional Coverage is \$50,000, but not more than \$1,000 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence. This extension does not apply to trees, shrubs or plants which are "stock" or are part of a vegetated roof.
 - h. **Accounts Receivable.** You may extend the insurance that applies to Your Business Personal Property to apply to accounts receivable. We will pay:
 - (1) All amounts due you from your customers that you are unable to collect;
 - (2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
 - (3) Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and



- (4) Other reasonable expenses that you incur to reestablish the records of your accounts receivable that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable. This insurance applies to accounts receivable while:

- (a) On premises scheduled in the Declarations of this policy;
- (b) While being conveyed outside the premises; or
- (c) While temporarily at other premises.

We will not pay for loss or damage caused by or resulting from electrical or magnetic injury, disturbance or erasure of electronic recordings that is caused by or results from:

- (1) Programming errors or faulty machine instructions; or
- (2) Faulty installation or maintenance of data processing equipment or component parts,

But we will pay for direct loss or damage caused by lightning.

The most we will pay under this Extension is \$100,000 at each described premises.

i. Back Up of Sewers or Drains.

(1) Direct damage

You may extend the insurance that applies to property covered by the BUILDING AND PERSONAL PROPERTY COVERAGE FORM to apply to loss or damage to your property caused by water that:

- (a) Backs up through sewers or drains; or
- (b) Enters into and overflows from within a:
 - (i) Sump pump;
 - (ii) Sump pump well; or

Other system designed to remove subsurface water from the foundation area.

(2) Indirect damage

In addition, we will pay the actual Loss of Business Income or Extra Expense you sustain due to the necessary suspension of your "operations" caused by or resulting from water that backs up through sewers or drains, or water that enters into and overflows from within a:

- (a) Sump pump;
- (b) Sump pump well; or

Other system designed to remove subsurface water from the foundation area.

Coverage for Loss of Business Income and Extra Expense begins at the time of direct loss or damage caused by or resulting from back up of sewers or drains covered under this endorsement. We will only pay for Loss of Business Income that occurs within 14 calendar days after the date of such direct loss or damage. For the purposes of this coverage extension, the definition of Loss of Business Income and Extra Expense shall be the same as that included in item j. below.

The most we will pay for such loss or damage in any one occurrence at all locations shown in the Declarations is \$100,000. The deductible for this coverage extension is \$1,000 or the All Perils Deductible applicable to Building coverage, whichever is greater. This deductible does not apply to Loss of Business Income and Extra Expense.

j. Business Income and Extra Expense. We will pay for the actual loss of Business Income, including "rental value" you sustain and Extra Expense you incur due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at the premises described in the Declarations. The loss or damage must be caused by or result from a Covered cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 1,000 feet of the site at which the described premises are located. If you occupy only part of the site at which the described premises are located, your premises means:

- (i) The portion of the building which you rent, lease or occupy; and
- (ii) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

- (1) The most we will pay for loss or damage under this Extension in one occurrence is \$75,000.

(2) Business Income means the:

- (a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and

- (b) Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.



- (3) Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.
We will pay Extra Expense (other than the expense to repair or replace property) to:
- (a) Avoid or minimize the "suspension" of business and to continue "operations" at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location;
 - (b) Minimize the "suspension" of business if you cannot continue "operations".
- We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have payable under this coverage.
- (4) "Operations" means:
- (a) Your business activities occurring at the described premises; and
 - (b) The tenantability of the described premises.
- (5) "Rental value" means Business Income that consists of:
- (a) Profit or Loss (before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
 - (b) Continuing normal operating expenses incurred in connection with that premises, including:
 - (i) Payroll; and
 - (ii) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.
- (6) "Period of restoration" means the period of time that:
- (a) Begins immediately after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
 - (b) Ends on the earlier of:
 - (i) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (ii) The date when business is resumed at a new permanent location.
- "Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:
- (i) Regulates the construction, use or repair, or requires the tearing down of any property; or
 - (ii) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."
- The expiration date of this policy will not cut short the "period of restoration."
- (7) "Suspension" means:
- (a) The slowdown or cessation of your business activities; or
 - (b) That a part of all of the described premises is rendered non-tenantable.
- k. **Business Income from Dependent Properties.** We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to "dependent property" at premises not described in the Declarations caused by or resulting from a Covered Cause of Loss. However, coverage under this extension does not apply when the only loss to "dependent property" is loss or damage to electronic data, including destruction or corruption of electronic data. If the "dependent property" sustains loss or damage to electronic data and other property, coverage under this extension will not continue once the other property is repaired, rebuilt, or replaced. The term electronic data has the meaning set forth in the Coverage Form to which this endorsement applies.
- The following - Definitions also apply to this Coverage Extension:
- (1) "Dependent property" means property owned or operated by others whom you depend on to:
- (a) Deliver materials or services to you or to others for your account. But any property which delivers any of the following services is not a "dependent property" with respect to such services:
 - (i) Water supply services;
 - (ii) Power supply services; or
 - (iii) Communication supply services, including services relating to internet access or access to any electronic network.
 - (b) Accept your products or services;



- (c) Manufacture products for delivery to your customers under contract of sale; or
 - (d) Attract customers to your business.
 - (2) "Period of Restoration", with respect to "dependent property", means the period of time that:
 - (a) Begins immediately after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the "dependent property"; and
 - (b) Ends on the date when the property at the premises of the "dependent property" should be repaired, rebuilt or replaced with reasonable speed and similar quality.
- "Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:
- (a) Regulates the construction, use or repair, or requires the tearing down of any property; or
 - (b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
- The expiration of this policy will not cut short the "period of restoration".
- We will reduce the amount of your Business Income from Dependent Properties loss, other than Extra Expense, to the extent you can resume "operations", in whole or in part, by using any other available:
- (a) Source of materials; or
 - (b) Outlet for your products.

The most we will pay for loss or damage under this Extension is \$75,000.

- i. **Claim Data Expense.** You may extend the insurance provided by the BUILDING AND PERSONAL PROPERTY COVERAGE FORM to apply to the expense you incur in preparing claim data when we require it. This includes the cost of taking inventories, making appraisals and preparing other documentation to show the extent of the loss.
The most we will pay for preparation of claim data under this Extension is \$10,000. We will not pay for any expenses billed by and payable to insurance adjusters or attorneys or any costs as provided in the Loss Condition Appraisal.
- m. **Consequential Damage.** You may extend the insurance that applies to Your Business Personal Property to apply to the consequential loss of your undamaged product part or parts. Consequential damage means a part or parts of your product are physically lost or damaged by a covered cause of loss causing the part or parts that are undamaged to be unmarketable as a complete product. The most we will pay for loss or damage under this Extension is \$25,000 in any one occurrence.
- n. **Credit Card Slips.** You may extend the insurance that applies to Your Business Personal Property to apply to amounts you are unable to collect due to loss of or damage to credit card slips while located at the described premises as a result of a Covered Cause of Loss.
It is your responsibility to establish the amount of the loss under this Extension. If that is not possible, the amount of loss will be determined as follows:
 - (1) If you have been in business for more than twelve months at the location of the loss, one-thirtieth (1/30) of the average monthly amount of credit card slips will be considered as the average daily credit card slips for that location. The twelve months immediately preceding the discovery of the loss will be used to determine the average monthly amount.
 - (2) If you have been in business for less than twelve months at the location of the loss, the average daily credit card slips shall be one-thirtieth (1/30) of the average monthly amount of credit card slips for the number of months you have been in business at that location.
 - (3) The average daily credit card slips will be multiplied by the number of days for which slips are lost to determine the amount of the loss, subject to the maximum limit indicated below.
 The most we will pay as a result of loss or damage to credit card slips under this Extension is \$5,000.
No deductible applies to this Extension.
- o. **Difference in Value - Leased Equipment.** You may extend the insurance that applies to Your Business Personal Property to cover the difference between the amount due under a lease agreement on covered personal property on the described premises and the replacement cost or actual cash value of that leased personal property.
The most we will pay under this Extension is the greater of the:
 - (1) Amount due under the terms of the lease to which your business personal property is subject, but not to include:
 - (a) Overdue lease payments;
 - (b) Financial penalties imposed under the lease due to excessive use or abnormal wear and tear; or
 - (c) Security deposits not refunded by the lessor; or



- (2) Replacement cost if that is shown in the declarations as applying to Your Business Personal Property; or
- (3) Actual cash value if that is shown in the declarations as applying to Your Business Personal Property.
- p. Employee Theft.** You may extend the insurance that applies to Your Business Personal Property to apply to loss of and or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.
- (1) We will not pay for loss as specified below:
- (a) Item B.2.h., Exclusions, in the CAUSES OF LOSS - SPECIAL FORM, is replaced by the following: Loss resulting from "theft" or any other dishonest act committed by:
 - (i) You; or
 - (ii) Any of your partners or members; whether acting alone or in collusion with other persons.
 - (b) Loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation; or
 - (c) Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon
 - (i) An inventory computation; or
 - (ii) A profit and loss computation.
 However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.
 - (d) Loss resulting directly or indirectly from trading, whether in your name or in a genuine or fictitious account.
 - (e) Loss resulting from fraudulent or dishonest signing, issuing, canceling or failing to cancel, a warehouse receipt or any papers connected with it.
 - (f) Loss that is an indirect result of any act or "occurrence" covered by this insurance.
 - (g) Expenses related to any legal action.
 - (h) Loss caused by any "employee" immediately upon discovery by:
 - (i) You; or
 - (ii) Any of your partners, members, managers, officers, directors or trustees not in collusion with the "employee"; of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.
- (2) "Employee"
- (a) Means any natural person:
 - (i) While in your service or for 30 days after termination of service;
 - (ii) Who you compensate directly by salary, wages or commissions; and
 - (iii) Who you have the right to direct and control while performing services for you.
 - (b) Any natural person who is furnished temporarily to you:
 - (i) To substitute for a permanent "employee" as defined in (a) above, who is on leave; or
 - (ii) To meet seasonal or short-term work load conditions; While that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the premises.
 - (c) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph (b) above;
 - (d) Any natural person who is a former "employee", director, partner, member, manager, representative or trustee retained as a consultant while performing services for you; or
 - (e) Any natural person who is a guest, student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the premises.
 - (f) "Employee" does not mean:
 - (i) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (ii) Any manager, director or trustee except while performing acts coming within the scope of the usual duties of an "employee."



(3) "Money" means:

- (a) Currency, coins and bank notes in current use and having a face value; and
- (b) Travelers checks, register checks and money orders held for sale to the public.

(4) "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this insurance.

(5) "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:

- (a) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- (b) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".

(6) "Theft" means the unlawful taking of "money", "securities", or "other property" to the deprivation of the insured.

The most we will pay for loss or damage under this Extension is \$10,000 in any one occurrence.

The deductible for this Extension will be \$100.

"Occurrence" means all loss caused by, or involving, one or more "employees," whether the result of a single act or a series of acts.

q. **Fine arts.** You may extend coverage that applies to Your Business Personal Property to cover loss or damage to paintings, etchings, pictures, tapestries, art glass windows and other bona fide works of art or rarity, having historical values or artistic merit. This Extension is subject to the following:

- (1) Loss or damage must be caused by a Covered Cause of Loss;
- (2) The most we will pay for loss or damage under this Extension is \$25,000 at each described premises;
- (3) Item 2.b. in Section C., Limitations, in the CAUSES OF LOSS - SPECIAL FORM, pertaining to breakage, does not apply to this coverage; and
- (4) The following is added as item f. to paragraph 7, Valuation, of Section E. Loss Conditions, in the BUILDING AND PERSONAL PROPERTY COVERAGE FORM: Fine Arts at market value at the time of loss or damage.

r. **Forgery or Alteration.** You may extend the insurance that applies to Your Business Personal Property to loss resulting directly from "forgery" or alteration of, any checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- (1) Made or drawn by or drawn upon you; or
 - (2) Made or drawn by one acting as your agent;
- Or that are purported to have been so made or drawn.

If you are sued for refusing to pay any instrument covered in the paragraph above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense.

"Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

"Money" means:

- (a) Currency, coins and bank notes in current use and having a face value; and
- (b) Travelers checks, register checks and money orders held for sale to the public.

The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$5,000.

s. **Lock Replacement.** You may extend the insurance that applies to Covered Property to pay for expenses incurred to replace door locks or tumblers of your described premises due to theft of your door keys. Item 1.e. in Section C., Limitations, in the CAUSES OF LOSS - SPECIAL FORM, shall not apply to this coverage. The most we will pay under this Extension is \$1,000 in any one occurrence. A \$100 deductible applies to this Extension.

t. **Money and Securities.** You may extend the insurance that applies to Your Business Personal Property to apply to loss of "money", "securities", stamps or lottery tickets held for sale, and "other property". The most we will pay for loss resulting directly from "theft", disappearance or destruction under this Extension is:

- (1) \$10,000 per occurrence for money, securities, stamps and lottery tickets held for sale while located at the described premises; or



(2) \$10,000 per occurrence for money, securities, stamps and lottery tickets held for sale, and "other property" while being conveyed outside the described premises by you, your officers, your partners or your employees. However, coverage for "other property" is limited to loss or damage resulting from an actual or attempted "robbery".

(3) "Money" means:

(a) Currency, coins and bank notes in current use and having a face value; and

(b) Travelers checks, register checks and money orders held for sale to the public.

"Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this insurance.

"Robbery" means the unlawful taking of property from the care and custody of a person by one who has:

(a) Caused or threatened to cause that person bodily harm; or

(b) Committed an obviously unlawful act witnessed by that person.

"Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:

(a) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

(b) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".

"Theft" means the unlawful taking of "money", "securities", or "other property" to the deprivation of the insured.

u. **Money Orders and Counterfeit Money.** You may extend the insurance that applies to Your Business Personal Property to loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

(1) Money orders issued by any post office, express company or bank that are not paid upon presentation; or

(2) "Counterfeit" money that is acquired during the regular course of business.

"Money" means:

(a) Currency, coins and bank notes in current use and having a face value; and

(b) Travelers checks, register checks and money orders held for sale to the public.

"Counterfeit" means an imitation of an actual valid original which is intended to deceive and to be taken as the original.

The most we will pay for any loss under this Extension is \$5,000.

v. **Ordinance or Law.** You may extend the insurance that applies to Your Building only if both (1) and (2) below are satisfied and are then subject to the qualifications set forth in (3) as follows:

(1) The ordinance or law:

(a) Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and

(b) Is in force at the time of loss.

But this coverage extension applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this coverage extension.

(2) (a) The building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or

(b) The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.

(c) But if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.

(3) In the situation described in (2)(b) above, we will not pay the full amount of loss otherwise payable under the terms of this coverage extension. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

However, if the covered direct physical damage, alone, would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of this coverage extension.



- (4) We will not pay under this coverage extension for:
- (a) The costs associated with enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
 - (b) The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.
- (5) With respect to the building that has sustained covered direct physical damage, we will pay for:
- (a) The loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.
 - (b) The cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property;
 - (c) The increased cost to:
 - (i) Repair or reconstruct damaged portions of that building; and/or
 - (ii) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;
 when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.
 However:
 - (i) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
 - (ii) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.
 When a building is damaged or destroyed and this additional coverage applies to that building in accordance with (c) above, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in (c) above:
 - a. The cost of excavations, grading, backfilling and filling;
 - b. Foundation of the building;
 - c. Pilings; and
 - d. Underground pipes, flues and drains.
 These four items are deleted from Property Not Covered, but only with respect to the coverage described in this provision.
 The most we will pay in any one occurrence for loss described in paragraph (5)(a) above is the Limit of Insurance shown in this policy's Declarations applicable to the building sustaining the loss. The coverage in paragraph (5)(a) above does not increase the Limit of Insurance.
 The most we will pay in any one occurrence for loss described in paragraph (5)(b) is \$250,000.
 The most we will pay in any one occurrence for loss described in paragraph (5)(c) above is \$250,000.
 The Coinsurance Additional Condition does not apply to (5)(b) or (5)(c) above.
 The terms of this Extension shall apply separately to each building to which the Extension applies. This Extension is subject to the deductible in the Commercial Property Coverage Declarations.
- w. **Tenant Glass.** You may extend the insurance that applies to Your Business Personal Property to apply to building glass, including lettering and ornamentation, which you are obligated to insure under a written lease agreement. The most we will pay under this Extension in any one occurrence is \$15,000. This Extension is subject to these provisions:
- (1) Your responsibility for damage to building glass must be contained in a written lease for premises rented to you at a location shown in the Declarations.
 - (2) The loss or damage must be caused by or result from direct physical loss unless the loss is:
 - (a) Excluded in Section B. Exclusions of the CAUSE OF LOSS - SPECIAL FORM;
 - (b) Limited in Section C. Limitations of the CAUSE OF LOSS - SPECIAL FORM.
 Building glass losses under this Extension are subject to a \$500 deductible, regardless of the property deductible shown in the Declarations of this policy.



x. **Computer Coverage.** You may extend the insurance that applies to Your Business Personal Property to apply to computer hardware and computer software. For the purposes of this extension, exclusions 2.a. and 2.d.(6) of the CAUSES OF LOSS - SPECIAL FORM CP 10 30 do not apply and the following definitions are added:

- (1) Computer hardware means an assemblage of electronic machine components capable of accepting instructions and information, processing the information according to instructions, and producing desired results.
- (2) Computer software means:
 - (a) processing, recording or storage media used for electronic data processing operations. This includes films, tapes, cards, discs, drums, cartridges, or cells; and
 - (b) data, information, and instructions stored on processing, recording, or storage media used for electronic data processing operations.

The most we will pay under this extension for loss or damage in any one occurrence is \$25,000.

y. **Additional Covered Property.** The following is withdrawn from Property Not Covered and added to Covered Property.

- (1) Bridges, roadways, walks, patios or other paved surfaces;
- (2) The cost of excavations, grading, backfilling or filling;
- (3) Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (a) The lowest basement floor; or
 - (b) The surface of the ground, if there is no basement.
- (4) Bulkheads, pilings, piers, wharves or docks;
- (5) Underground pipes, flues or drains.

The most we will pay for loss under this extension is \$100,000. For the purposes of this Coverage Extension, the Additional Condition - Coinsurance does not apply.

z. **Utility Services - Direct Damage.** We will pay for loss or damage to Covered Property caused by an interruption in utility service to the premises described in the Declarations. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to utility property described below that is located off the premises described in the Declarations:

- (1) Water Supply Services, meaning the following types of property supplying water to the premises described in the Declarations:
 - (a) Pumping stations; and
 - (b) Water mains.
- (2) Communications Supply Services, meaning property supplying communication services, including telephone, radio microwave or television services to the premises described in the Declarations, such as:
 - (a) Communication transmission lines, including fiber optic transmission lines, but not including overhead transmission lines;
 - (b) Coaxial cables; and
 - (c) Microwave radio relays except satellites.
- (3) Power Supply Services, meaning the following types of property supplying electricity, steam, or gas to the premises described in the Declarations:
 - (a) Utility generating plants;
 - (b) Switching stations;
 - (c) Substations;
 - (d) Transformers; and
 - (e) Transmission lines, but not including overhead transmission lines.

The most we will pay for loss or damage under this Extension is \$25,000. This Extension does not increase the applicable limit of insurance.

6. The following is added to Section D. Deductible:

The deductible shown in the Declarations is amended to read \$500 when an occurrence involves covered loss or damage only to exterior building glass. In the event other building property is also damaged in the same occurrence, the deductible shown in the Declarations will be the only deductible applied to all covered loss within that occurrence.

**B. CAUSES OF LOSS - SPECIAL FORM** is amended as shown:

The following Additional Coverage, Coverage Extensions, Limits of Insurance, Loss Conditions and Optional Coverages in the CAUSES OF LOSS - SPECIAL FORM are amended as shown;

Section	Coverage Description	The most we will pay provision is increased to
E.3.	Additional Coverage - Limited Coverage, "Fungus", Wet Rot, Dry Rot, And Bacteria	\$25,000

F. Additional Coverage Extensions, items 1.a. and 1.c. of Property In Transit, are replaced by the following:

- a. You may extend the insurance provided by this Coverage Part to apply to Your Business Personal Property while in the care, custody or control of your salespersons or in transit more than 1,000 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from direct physical loss unless the loss is:
 - (1) Excluded in Section B., Exclusions of the CAUSE OF LOSS - SPECIAL FORM;
 - (2) Limited in Section C. Limitations of the CAUSE OF LOSS - SPECIAL FORM.
- c. The most we will pay for loss or damage under this Extension is \$50,000.

C. If the BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM or the BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM is attached to this policy, the following provisions apply:

1. The provision related to "within 100 feet of the site at which the described premises are located" in Sections A.1. and A.5.b.(3) are revised to read "within 1,000 feet" of the site at which the described premises are located.
2. The provision related to "60 consecutive days" in section A.5.c.(1)(b)(ii) is revised to read "90 consecutive days".
3. The following coverage is added to Additional Coverages under Section A.5.:
 - e. Utility Services - Time Element. Your coverage for Business Income and/or Extra Expense, as provided and limited in the BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM or the BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM is extended to apply to a "suspension" of "operations" at the described premises caused by an interruption in utility service to that premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss as defined by the CAUSE OF LOSS - SPECIAL FORM to the following types of property that is located outside of a covered building described in the Declarations:
 - (1) Water Supply Services, meaning the following types of property supplying water to the described premises:
 - (a) Pumping stations; and
 - (b) Water Mains.
 - (2) Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services, to the described premises, such as:
 - (a) Communication transmission lines, including fiber optic transmission lines, but not including overhead transmission lines;
 - (b) Coaxial cables; and
 - (c) Microwave radio relays, except satellites.
 - (3) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:
 - (a) Utility generating plants;
 - (b) Switching stations;
 - (c) Substations;
 - (d) Transformers; and
 - (e) Transmission lines, but not including overhead transmission lines.

The coinsurance Additional Condition does not apply to this Additional Coverage. The most we will pay for loss or damage under this Additional Coverage in any one occurrence is \$25,000. This limit is part of, and not in addition to, the Limit of Insurance for Business Income (With Extra Expense) or the Business Income (Without Extra Expense) stated in the Declarations as applicable to the described premises.



BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

A. Coverage

1. Business Income

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

Coverage is provided as described and limited below for one or more of the following options for which a Limit Of Insurance is shown in the Declarations:

- (1) Business Income Including "Rental Value".
- (2) Business Income Other Than "Rental Value".
- (3) "Rental Value".

If option (1) above is selected, the term Business Income will include "Rental Value". If option (3) above is selected, the term Business Income will mean "Rental Value" only.

If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage Part apply separately to each.

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises which are described in the Declarations and for which a Business Income Limit Of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of such premises.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of a building, your premises means:

- (a) The portion of the building which you rent, lease or occupy;

- (b) The area within 100 feet of the building or within 100 feet of the premises described in the Declarations; whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and

- (c) Any area within the building or at the described premises, if that area services, or is used to gain access to, the portion of the building which you rent, lease or occupy.

2. Extra Expense

- a. Extra Expense Coverage is provided at the premises described in the Declarations only if the Declarations show that Business Income Coverage applies at that premises.

- b. Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expense to repair or replace property) to:

- (1) Avoid or minimize the "suspension" of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- (2) Minimize the "suspension" of business if you cannot continue "operations".

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

3. Covered Causes Of Loss, Exclusions And Limitations

See applicable Causes Of Loss form as shown in the Declarations.



4. Additional Limitation - Interruption Of Computer Operations

- a. Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage, Interruption Of Computer Operations.
- b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage, Interruption Of Computer Operations.
- c. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
- d. This Additional Limitation does not apply when loss or damage to electronic data involves only electronic data which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

5. Additional Coverages

a. Civil Authority

In this Additional Coverage, Civil Authority, the described premises are premises to which this Coverage Form applies, as shown in the Declarations. When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a

- result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority Coverage for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1) Four consecutive weeks after the date of that action; or
- (2) When your Civil Authority Coverage for Business Income ends; whichever is later.

b. Alterations And New Buildings

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:
 - (a) Used in the construction, alterations or additions; or
 - (b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" for Business Income Coverage will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

c. Extended Business Income

- (1) Business Income Other Than "Rental Value"

If the necessary "suspension" of



your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- (a) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (b) Ends on the earlier of:
 - (i) The date you could restore your "operations", with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or
 - (ii) 60 consecutive days after the date determined in (1)(a) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located. Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

(2) "Rental Value"

If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this policy, we will pay for the actual loss of "Rental Value" you incur during the period that:

- (a) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and
- (b) Ends on the earlier of:
 - (i) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or
 - (ii) 60 consecutive days after the date determined in (2)(a) above.

However, Extended Business Income does not apply to loss of "Rental Value" incurred as a result of unfavorable business conditions

caused by the impact of the Covered Cause of Loss in the area where the described premises are located. Loss of "Rental Value" must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

d. Interruption Of Computer Operations

- (1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation - Interruption Of Computer Operations.
- (2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss. However, we will not provide coverage under this Additional Coverage when the Additional Limitation - Interruption Of Computer Operations does not apply based on Paragraph A.4.d. therein.
- (3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:
 - (a) If the Causes Of Loss - Special Form applies, coverage under this Additional Coverage, Interruption Of Computer Operations, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
 - (b) If the Causes Of Loss - Broad Form applies, coverage under this Additional Coverage, Interruption Of Computer Operations, includes Collapse as set forth in that form.
 - (c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Interruption Of Computer Operations.
 - (d) The Covered Causes of Loss include a virus, harmful code or



similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.

- (4) The most we will pay under this Additional Coverage, Interruption Of Computer Operations, is \$2,500 (unless a higher limit is shown in the Declarations) for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.

- (5) This Additional Coverage, Interruption Of Computer Operations, does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in (4) above has not been exhausted.

6. Coverage Extension

If a Coinsurance percentage of 50% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

Newly Acquired Locations

- a. You may extend your Business Income and Extra Expense Coverages to apply to

property at any location you acquire other than fairs or exhibitions.

- b. The most we will pay under this Extension, for the sum of Business Income loss and Extra Expense incurred, is \$100,000 at each location, unless a higher limit is shown in the Declarations.
- c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
- (1) This policy expires;
 - (2) 30 days expire after you acquire or begin to construct the property; or
 - (3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

The Additional Condition, Coinsurance, does not apply to this Extension.

B. Limits Of Insurance

The most we will pay for loss in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

Payments under the following coverages will not increase the applicable Limit of Insurance:

1. Alterations And New Buildings;
2. Civil Authority;
3. Extra Expense; or
4. Extended Business Income.

The amounts of insurance stated in the Interruption Of Computer Operations Additional Coverage and the Newly Acquired Locations Coverage Extension apply in accordance with the terms of those coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage.

C. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and



- b. Bear the other expenses of the appraisal and umpire equally.
If there is an appraisal, we will still retain our right to deny the claim.
- 2. Duties In The Event Of Loss**
- a. You must see that the following are done in the event of loss:
- (1) Notify the police if a law may have been broken.
 - (2) Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.
 - (3) As soon as possible, give us a description of how, when and where the direct physical loss or damage occurred.
 - (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
 - (5) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
 - (6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - (7) Cooperate with us in the investigation or settlement of the claim.
 - (8) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

3. Loss Determination

- a. The amount of Business Income loss will be determined based on:
- (1) The Net Income of the business before the direct physical loss or damage occurred;
 - (2) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
 - (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
 - (4) Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;
 - (b) Bills, invoices and other vouchers; and
 - (c) Deeds, liens or contracts.
- b. The amount of Extra Expense will be determined based on:
- (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
 - (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
 - (2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.
- c. **Resumption Of Operations**
We will reduce the amount of your:
- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.



(2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

d. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

4. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part, and:

- a. We have reached agreement with you on the amount of loss; or
- b. An appraisal award has been made.

D. Additional Condition

COINSURANCE

If a Coinsurance percentage is shown in the Declarations, the following condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions.

We will not pay the full amount of any Business Income loss if the Limit of Insurance for Business Income is less than:

1. The Coinsurance percentage shown for Business Income in the Declarations; times
2. The sum of:
 - a. The Net Income (Net Profit or Loss before income taxes), and
 - b. Operating expenses, including payroll expenses,
 that would have been earned or incurred (had no loss occurred) by your "operations" at the described premises for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

Instead, we will determine the most we will pay using the following steps:

Step (1): Multiply the Net Income and operating expense for the 12 months following the inception, or last previous anniversary date, of this policy by the Coinsurance percentage;

Step (2): Divide the Limit of Insurance for the described premises by the figure determined in Step (1); and

Step (3): Multiply the total amount of loss by the figure determined in Step (2).

We will pay the amount determined in Step (3) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

In determining operating expenses for the purpose of applying the Coinsurance condition, the following expenses, if applicable, shall be deducted from the total of all operating expenses:

- (1) Prepaid freight - outgoing;

(2) Returns and allowances;

(3) Discounts;

(4) Bad debts;

(5) Collection expenses;

(6) Cost of raw stock and factory supplies consumed (including transportation charges);

(7) Cost of merchandise sold (including transportation charges);

(8) Cost of other supplies consumed (including transportation charges);

(9) Cost of services purchased from outsiders (not employees) to resell, that do not continue under contract;

(10) Power, heat and refrigeration expenses that do not continue under contract (if Form CP 15 11 is attached);

(11) All payroll expenses or the amount of payroll expense excluded (if Form CP 15 10 is attached); and

(12) Special deductions for mining properties (royalties unless specifically included in coverage; actual depletion commonly known as unit or cost depletion - not percentage depletion; welfare and retirement fund charges based on tonnage; hired trucks).

Example 1 (Underinsurance)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$ 400,000
 The Coinsurance percentage is: 50%
 The Limit of Insurance is: \$ 150,000
 The amount of loss is: \$ 80,000

Step (1): $\$400,000 \times 50\% = \$200,000$
 (the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $\$150,000 \div \$200,000 = .75$

Step (3): $\$80,000 \times .75 = \$60,000$

We will pay no more than \$60,000. The remaining \$20,000 is not covered.

Example 2 (Adequate Insurance)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$ 400,000
 The Coinsurance percentage is: 50%
 The Limit of Insurance is: \$ 200,000
 The amount of loss is: \$ 80,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 (\$400,000 x 50%). Therefore, the Limit of Insurance in this



example is adequate and no penalty applies. We will pay no more than \$80,000 (amount of loss). This condition does not apply to Extra Expense Coverage.

E. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

1. Maximum Period Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- b. The most we will pay for the total of Business Income loss and Extra Expense is the lesser of:
 - (1) The amount of loss sustained and expenses incurred during the 120 days immediately following the beginning of the "period of restoration"; or
 - (2) The Limit Of Insurance shown in the Declarations.

2. Monthly Limit Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- b. The most we will pay for loss of Business Income in each period of 30 consecutive days after the beginning of the "period of restoration" is:
 - (1) The Limit of Insurance, multiplied by
 - (2) The fraction shown in the Declarations for this Optional Coverage.

Example

When: The Limit of Insurance is: \$ 120,000
 The fraction shown in the Declarations for this Optional Coverage is: 1/4
 The most we will pay for loss in each period of 30 consecutive days is: \$ 30,000
 (\$120,000 x 1/4 = \$30,000)
 If, in this example, the actual amount of loss is:

Days 1-30:	\$ 40,000
Days 31-60:	\$ 20,000
Days 61-90:	\$ 30,000
	\$ 90,000

We will pay:

Days 1-30:	\$ 30,000
Days 31-60:	\$ 20,000
Days 61-90:	\$ 30,000
	\$ 80,000

The remaining \$10,000 is not covered.

3. Business Income Agreed Value

- a. To activate this Optional Coverage:
 - (1) A Business Income Report/Work Sheet must be submitted to us and

must show financial data for your "operations":

- (a) During the 12 months prior to the date of the Work Sheet; and
- (b) Estimated for the 12 months immediately following the inception of this Optional Coverage.

- (2) The Declarations must indicate that the Business Income Agreed Value Optional Coverage applies, and an Agreed Value must be shown in the Declarations. The Agreed Value should be at least equal to:

- (a) The Coinsurance percentage shown in the Declarations; multiplied by
- (b) The amount of Net Income and operating expenses for the following 12 months you report on the Work Sheet.

- b. The Additional Condition, Coinsurance, is suspended until:

- (1) 12 months after the effective date of this Optional Coverage; or
- (2) The expiration date of this policy; whichever occurs first.

- c. We will reinstate the Additional Condition, Coinsurance, automatically if you do not submit a new Work Sheet and Agreed Value:

- (1) Within 12 months of the effective date of this Optional Coverage; or
- (2) When you request a change in your Business Income Limit of Insurance.

- d. If the Business Income Limit of Insurance is less than the Agreed Value, we will not pay more of any loss than the amount of loss multiplied by:

- (1) The Business Income Limit of Insurance; divided by
- (2) The Agreed Value.

Example

When: The Limit of Insurance is: \$ 100,000
 The Agreed Value is: \$ 200,000
 The amount of loss is: \$ 80,000

Step (1): $\$100,000 \div \$200,000 = .50$

Step (2): $.50 \times \$80,000 = \$40,000$

We will pay \$40,000. The remaining \$40,000 is not covered.

4. Extended Period Of Indemnity

Under Paragraph A.5.c., **Extended Business Income**, the number 60 in Subparagraphs (1)(b) and (2)(b) is replaced by the number shown in the Declarations for this Optional Coverage.

F. Definitions

1. "Finished stock" means stock you have manufactured.
 "Finished stock" also includes whiskey and alcoholic products being aged, unless there



is a Coinsurance percentage shown for Business Income in the Declarations.

"Finished stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Part.

2. "Operations" means:

- a. Your business activities occurring at the described premises; and
- b. The tenantability of the described premises, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.

3. "Period of restoration" means the period of time that:

a. Begins:

(1) 72 hours after the time of direct physical loss or damage for Business Income Coverage; or

(2) Immediately after the time of direct physical loss or damage for Extra Expense Coverage;

caused by or resulting from any Covered Cause of Loss at the described premises; and

b. Ends on the earlier of:

(1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

(2) The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

(1) Regulates the construction, use or repair, or requires the tearing down, of any property; or

(2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

4. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

5. "Rental Value" means Business Income that consists of:

a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and

b. Continuing normal operating expenses incurred in connection with that premises, including:

(1) Payroll; and

(2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.

6. "Suspension" means:

a. The slowdown or cessation of your business activities; or

b. That a part or all of the described premises is rendered untenable, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.

COMMERCIAL PROPERTY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS INCOME CHANGES
ACTUAL LOSS SUSTAINED ENDORSEMENT –
12 MONTH LIMITATION**

This endorsement modifies insurance provided under the following:

**BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM**

For the purpose of this endorsement and for the insured location(s) so designated in the Declarations where this endorsement is applicable:

- I. Paragraph B., Limits of Insurance, in the Business Income form attached to this policy is deleted and replaced by the following:

C. LIMITS OF INSURANCE

We will only pay for loss of Business Income that you sustain during the "period of restoration" and that occurs within 12 consecutive months after the date of direct physical loss or damage.

- II. Paragraph D., Additional Condition – Coinsurance, in the Business Income form attached to this policy is deleted.
- III. Under Paragraph E., Optional Coverages, options 1., 2. and 3. are deleted.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS INCOME CHANGES - BEGINNING OF THE PERIOD OF RESTORATION

This endorsement modifies insurance provided under the following:

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM

SCHEDULE

Select Either A. Or B.

A. ☐ 72-Hour Time Period Is Replaced By 24 Hours

B. ☐ 72-Hour Time Period Is Eliminated

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. If the Schedule indicates that the 72-hour time period is replaced by 24 hours, then:

1. The 72-hour time period in the definition of "period of restoration" is replaced by 24 hours. Therefore, the period of restoration for Business Income Coverage begins 24 hours after the time of direct physical loss or damage, subject to all other provisions of the definition of "period of restoration"; and
2. The 72-hour time period in the Civil Authority Additional Coverage is replaced by 24 hours. Therefore, coverage under the Additional Coverage - Civil Authority begins 24 hours after the time of action of civil authority, subject to all other provisions of that Additional Coverage.

B. If the Schedule indicates that the 72-hour time period is eliminated, then:

1. The 72-hour time period in the definition of "period of restoration" is deleted. Therefore, the period of restoration for Business Income Coverage begins at the time of direct physical loss or damage, subject to all other provisions of the definition of "period of restoration"; and
2. The 72-hour time period in the Civil Authority Additional Coverage is deleted. Therefore, coverage under the Additional Coverage - Civil Authority begins at the time of action of civil authority, subject to all other provisions of that Additional Coverage.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDERS' RISK COVERAGE FORM
 BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 CONDOMINIUM ASSOCIATION COVERAGE FORM
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
 STANDARD PROPERTY POLICY

SCHEDULE

Location Number:	Building Number:	Applicable Clause (Enter C.1., C.2., C.3. or C.4.):
Description Of Property: Loss Payee Name: Loss Payee Address:		
Location Number:	Building Number:	Applicable Clause (Enter C.1., C.2., C.3. or C.4.):
Description Of Property: Loss Payee Name: Loss Payee Address:		
Location Number:	Building Number:	Applicable Clause (Enter C.1., C.2., C.3. or C.4.):
Description Of Property: Loss Payee Name: Loss Payee Address:		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

- A. When this endorsement is attached to the Standard Property Policy CP 00 99, the term Coverage Part in this endorsement is replaced by the term Policy.
- B. Nothing in this endorsement increases the applicable Limit of Insurance. We will not pay any Loss Payee more than their financial interest in the Covered Property, and we will not pay more than the applicable Limit of Insurance on the Covered Property.

- C. The following is added to the **Loss Payment** Loss Condition, as indicated in the Declarations or in the Schedule:

1. Loss Payable Clause

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

- Adjust losses with you; and
- Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear



2. Lender's Loss Payable Clause

a. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- (1) Warehouse receipts;
- (2) A contract for deed;
- (3) Bills of lading;
- (4) Financing statements; or
- (5) Mortgages, deeds of trust, or security agreements.

b. For Covered Property in which both you and a Loss Payee have an insurable interest:

- (1) We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- (2) The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- (3) If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
 - (a) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (b) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (c) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

(4) If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (a) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

(b) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

c. If we cancel this policy, we will give written notice to the Loss Payee at least:

- (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

d. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

3. Contract Of Sale Clause

a. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered into a contract with for the sale of Covered Property.

b. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

- (1) Adjust losses with you; and
- (2) Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

c. The following is added to the **Other Insurance Condition**:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

4. Building Owner Loss Payable Clause

a. The Loss Payee shown in the Schedule or in the Declarations is the owner of the described building in which you are a tenant.

b. We will adjust losses to the described building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.

c. We will adjust losses to tenants' improvements and betterments with you, unless the lease provides otherwise.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

 - (a) Any "nuclear reactor";



- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";
and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
"Property damage" includes all forms of radioactive contamination of property.

COMMERCIAL GENERAL LIABILITY
CG 22 68 09 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OPERATION OF CUSTOMERS AUTOS ON PARTICULAR PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion g. of Paragraph 2., Exclusions of Coverage A – Bodily Injury And Property Damage Liability (Section I – Coverages) does not apply to any "customer's auto" while on or next to those premises you own, rent or control that are used for any of the following businesses:

- 1. Auto Repair or Service Shops;**
- 2. Car Washes;**
- 3. Gasoline Stations;**
- 4. Tire Dealers;**
- 5. Automobile Quick Lubrication Services.**

B. The following definition is added to the Definitions Section:

"Customer's auto" means an "auto" on those premises for the purpose of receiving the services normally provided in connection with those businesses but does not include an "auto" owned by or rented or loaned to any insured.



COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of



the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a



contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the

intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or



regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted

to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and



(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C - MEDICAL PAYMENTS**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation And Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities**
To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.



- f. Products-Completed Operations Hazard**
Included within the "products-completed operations hazard".

- g. Coverage A Exclusions**
Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only



- with respect to the conduct of your business.
- c. A limited liability company, you are **an** insured. **Your** members are also insureds, but only with respect to the conduct of your business. **Your** managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than **a** partnership, joint venture or limited liability company, you are **an** insured. **Your** "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. **Your** stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are **an** insured. **Your** trustees are also insureds, but only with respect to their duties as trustees.
2. **Each** of the following is also **an** insured:
- a. **Your** "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are **an** organization other than **a** partnership, joint venture or limited liability company) or your managers (if you are **a** limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are **a** partnership or joint venture), to your members (if you are **a** limited liability company), to **a** co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as **a** consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
 - you, any of your "employees", "volunteer workers", any partner or member (if you are **a** partnership or joint venture), or any member (if you are **a** limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. **Your** legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than **a** partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as **a** Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of **an** offense committed before you acquired or formed the organization.

No person or organization is **an** insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as **a** Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".



2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
 - d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:



a. Primary Insurance

This insurance is primary except when **Paragraph b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **Paragraph c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section I - Coverage A - Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.



8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
- (2) The activities of a person whose home is in the territory described in Paragraph

a. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.



Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises



- that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
16. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.
17. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, electronic data is not tangible property. As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
21. "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have



- acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

- a. Means:
- (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes:
- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASBESTOS

This endorsement modifies insurance provided **under** the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESSOWNERS LIABILITY COVERAGE FORM

This insurance does not apply to:

- A. "Bodily injury," "property damage" or "personal and advertising injury" as defined in the policy arising out of:
 - 1. Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos;
 - 2. The use of asbestos in constructing or manufacturing any goods, product, or structure;
 - 3. The removal of asbestos from any goods, product or structure;
 - 4. The manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos;
- B. Any damages or any loss, cost or expense arising out of any claim or suit by or on behalf of any governmental authority requirement that any insured or any other person or entity should be, or should be responsible for:
 - 1. Assessing the presence, absence or amount or effects of asbestos;
 - 2. Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating asbestos; or
- C. Responding to asbestos in any way other than as described in subparagraphs **A. and B.** above.
- D. Any actual or alleged negligence in hiring, training, supervision, instructions, recommendations, warnings or advice given or which should have been given to employees, consumers, or others in connection with **A. and B.** above; or
- E. Any obligation to share damages with or repay someone else who must pay damages in connection with any of the subsections above.

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EXCLUSION - LEAD LIABILITY

The following exclusions are added to all coverages contained within.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESSOWNERS LIABILITY COVERAGE FORM

This insurance does not apply to:

1. Actual or alleged "bodily injury," arising out of the ingestion, inhalation or absorption of lead or lead compounds in any form.
2. Actual or alleged "property damage" or "personal and advertising injury" arising out of any form of lead or lead compounds.
3. Any loss, cost or expense arising out of any:
 - a. Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead or lead compounds;
 - b. Claim or "suit" by or on behalf of any governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of lead or lead compounds in any form;
 - c. Any actual or alleged negligence in hiring, training, supervision, instructions, recommendations, warnings or advice given or which should have been given to employees, consumers, or others in connection with lead or lead compounds; or
 - d. Any obligation to share damages with or repay someone else who must pay damages in connection with lead or lead compounds.

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AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the Definitions section is replaced by the following: "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:
"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to:
"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



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AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** The following replaces Paragraph (2) of Exclusion b., Contractual Liability, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
- (1) That you would have in the absence of the contract or agreement; or
 - (2) Assumed by you in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than you will be deemed to be damages because of "bodily injury" or "property damage", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.
- B.** The following replaces the beginning of Paragraph 2., and Paragraphs 2.a., b., c., d. and e., of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES:
2. If we defend you against a "suit" and your indemnitee is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
- a. The "suit" against the indemnitee seeks damages for which you have assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by you;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee has also been assumed by you in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that we determine that no conflict exists between your interests and the interests of the indemnitee;
 - e. You and the indemnitee ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend you and the indemnitee; and
- C.** The following replaces the last sentence of Paragraph 2. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES:
- Our obligation to defend your indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:
- a. We have used up the applicable limit of insurance in the payment of judgments, settlements, medical expenses; or
 - b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

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**EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL
OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY
- WITH LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in **Paragraph (1)** or **(2)** above. However, unless **Paragraph (1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to **Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
- 1.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - 2.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY COVERAGE

THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Limit Of Insurance	Each Employee Deductible	Premium
Employee Benefits Programs	\$ each employee	\$	\$
	\$ aggregate		
Retroactive Date:			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

A. The following is added to Section I - Coverages:

COVERAGE - EMPLOYEE BENEFITS LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Paragraph D. (Section III - Limits Of Insurance); and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages only if:

(1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";

(2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and

(3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period we provide under Paragraph F. of this endorsement.

c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or

(2) When we make settlement in accordance with Paragraph a. above.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.



2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments - Coverages A and B are replaced by Supplementary Payments - Coverages A, B and Employee Benefits Liability.

2. Paragraphs 1.b. and 2. of the Supplementary Payments provision do not apply.

C. For the purposes of the coverage provided by this endorsement, Paragraphs 2. and 3. of Section II - Who Is An Insured are replaced by the following:

2. Each of the following is also an insured:

a. Each of your "employees" who is or was authorized to administer your "employee benefit program".

b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

D. For the purposes of the coverage provided by this endorsement, Section III - Limits Of Insurance is replaced by the following:

1. Limits Of Insurance

a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:



- (1) Insureds;
 - (2) "Claims" made or "suits" brought;
 - (3) Persons or organizations making "claims" or bringing "suits";
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your "employee benefit program".
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- c. Subject to the Aggregate Limit, the **Each** Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
- (1) An act, error or omission; or
 - (2) A series of related acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

2. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to **Each** Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

- c. The terms of this insurance, including those with respect to:

- (1) Our right and duty to defend any "suits" seeking those damages; and
- (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim"

apply irrespective of the application of the deductible amount.

- d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

- E. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of **Section IV - Commercial General Liability Conditions** are replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a "claim" is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.



- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:

(a) No Retroactive Date is shown in the Schedule of this insurance; or

(b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.

- (2) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.

- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Schedule of this endorsement.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

- F. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:

a. This endorsement is canceled or not renewed; or

b. We renew or replace this endorsement with insurance that:

(1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or

(2) Does not apply to an act, error or omission on a claims-made basis.

2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.

3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

a. The "employee benefit programs" insured;

b. Previous types and amounts of insurance;

c. Limits of insurance available under this endorsement for future payment of damages; and



d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Insurance.

Paragraph D.1.b. of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph D.1.c.

- G. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** Section:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Handling records in connection with the "employee benefit program"; or
- c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

- a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;

- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and

- e. Any other similar benefits designated in the Schedule or added thereto by endorsement.

- H. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in the **Definitions** Section are replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

18. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY PLUS ENDORSEMENT

Unless otherwise amended by separate endorsement this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CONTENTS

1. EXPECTED OR INTENDED PROPERTY DAMAGE
 2. BROADENED NON-OWNED WATERCRAFT
 3. AMENDED SUPPLEMENTARY PAYMENTS
 4. BROADENED DAMAGE TO PREMISES RENTED OR OCCUPIED BY YOU
 5. ADDITIONAL INSURED - BROAD FORM VENDORS
 6. ADDITIONAL INSURED - MANAGER OR LESSORS OF PREMISES
 7. ADDITIONAL INSURED - LESSORS OF EQUIPMENT
 8. EXTENDED NEWLY ACQUIRED OR FORMED ORGANIZATIONS AS INSURED
 9. IMPROVED DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT CONDITION
 10. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS
 11. PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE
 12. ELECTRONIC DATA LIABILITY
 13. "MOBILE EQUIPMENT" REDEFINED
 14. COORDINATING COVERAGE
1. **EXPECTED OR INTENDED PROPERTY DAMAGE**
Exclusion 2.a. in SECTION I - COVERAGE A is replaced by the following:
 - a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.
 2. **BROADENED NON-OWNED WATERCRAFT**
 - A. If Endorsement CG 21 09, CG 21 10, CG 24 50 or CG 24 51 is attached to the Policy, the following is added to Paragraph 2.g.(2)(b) - **Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:
 Paragraph 2.g.(2)(b) of **Section I - Coverages** is replaced by the following:
 - (b) A watercraft you do not own that is:
 - (i) Less than 51 feet long; and
 - (ii) Not being used to carry persons or property for a charge;
 - B. If Paragraph 2.A. does not apply, the following is added to Paragraph 2.g.(2) - **Exclusions** under **SECTION I - COVERAGE** pertaining to non-owned watercraft, is changed to the following:
 This exclusion does not apply to:
 - (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge.
 3. **AMENDED SUPPLEMENTARY PAYMENTS**
 Paragraphs b. and d. of the **Supplementary Payments - Coverages A and B** section are changed as shown:
 - b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off from work.



4. BROADENED DAMAGE TO PREMISES RENTED TO YOU

- A. The paragraph immediately following **Exclusion 2.j.(6)** in **SECTION I - COVERAGE A**, is amended as follows:
Paragraph (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, smoke, lightning, explosion, water damage or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.
- B. The last paragraph under **Exclusion 2.** in **SECTION I - COVERAGE A**, is amended as follows:
Exclusions c. through n. do not apply to damage by fire, smoke, lightning, explosion, water damage or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.
- C. **SECTION III - LIMITS OF INSURANCE** is amended as follows:
Paragraph 6. is deleted and replaced with the following:
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke, lightning, explosion, water damage or sprinkler leakage, while rented to you or temporarily occupied by you, with permission of the owner. Subject to all the terms of SECTION III - LIMITS OF INSURANCE, the Damage to Premises Rented To You Limit is the greater of:
a. \$500,000; or
b. The amount shown in the Declarations for Damage to Premises Rented To You Limit.
- D. Paragraph **4.b.(1)(a)(ii)** in **Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:
(ii) That is Fire, Smoke, Lightning, Explosion, Water Damage, or Sprinkler Leakage Insurance for premises while rented to you or temporarily occupied by you with the permission of the owner.
- E. Paragraph **9.a.** in **Section V - DEFINITIONS** is amended to read:
a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, smoke, lightning, explosion, or water damage or sprinkler leakage to premises, while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

5. ADDITIONAL INSURED - BROAD FORM VENDORS

- A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this section as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
However:
1. The insurance afforded to such vendor only applies to the extent permitted by law; and
 2. If coverage provided to the vendor is required by contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- 3. Provision B.2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
- 4. This insurance does not apply if "bodily injury" or "property damage" included within the "products completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.
- C. With respect to the insurance afforded to these vendors, the following is added to **Section III - Limits Of Insurance:**
If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is:
 - 1. The minimum amount of insurance required by the contract or agreement; or
 - 2. The amount of insurance available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.
 This provision shall not increase the applicable Limits of Insurance shown in the Declarations.
- 6. **ADDITIONAL INSURED - MANAGER OR LESSORS OF PREMISES**
 - A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) from whom you lease a building or premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by some negligent act or omissions by you, your employees, your agents, or your subcontractors as a result of your occupancy, maintenance or use of that part of the premises leased to you, provided that:
 - 1. The "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
 - 2. The written agreement is in effect at the time of the "bodily injury", "property damage", "personal and advertising injury" for which coverage was sought.
 However:
 - 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
 - B. **Exclusions**
This insurance does not apply to:
 - 1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - 2. Any structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) from which you lease a building or premises.
 - 3. Any premise for which coverage is excluded by endorsement.
 - 4. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.
 - C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:
 - 1. The minimum amount of insurance required by the contract or agreement; or
 - 2. The amount of insurance available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.
 This provision shall not increase the applicable Limits of Insurance shown in the Declarations.



7. ADDITIONAL INSURED - LESSORS OF EQUIPMENT

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is:

1. The minimum amount of insurance required by the contract or agreement; or
2. The amount of insurance available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This provision shall not increase the applicable Limits of Insurance shown in the Declarations.

8. EXTENDED NEWLY FORMED OR ACQUIRED ORGANIZATIONS AS INSUREDS

Paragraph 3. in **SECTION II - WHO IS AN INSURED** is deleted and replaced with the following:

3. Any organization you newly acquire or form, other than a partnership, or joint venture, and over which you maintain ownership or majority interest, will qualify as an insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization. No person or organization is an insured with respect to the conduct of any current or past partnership, or joint venture that is not shown as an insured in the Declarations.

8. IMPROVED DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT CONDITION

Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

Paragraphs e. and f. are added to 2. **Duties In the Event of Occurrence, Offense, Claim Or Suit**, as shown:

- e. The requirement in Condition 2.a. applies only when the "occurrence" or offense is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership; or
 - (3) An "executive officer" or insurance manager, if you are a corporation.
 - (4) A member or manager if the named insured is a limited liability company.
- f. The requirement in Condition 2.b. will not be breached unless the breach occurs after such claim or "suit" is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership; or
 - (3) An "executive officer" or insurance manager, if you are a corporation.
 - (4) A member or manager if the named insured is a limited liability company.

10. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Condition 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.



- This provision does not apply to any written contract formed or executed after performance has begun.
11. **PRIMARY AND NONCONTRIBUTORY**
 Subparagraph a. **Primary Insurance** of Paragraph 4. Other Insurance of **Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the following additional paragraph:
 However, this insurance is primary to and will not seek contribution from any other insurance available to a person or organization added as an additional insured under the terms of this Coverage Form or amendatory endorsement provided that:
 a. The person or organization is a Named Insured under such other insurance; and
 b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
12. **ELECTRONIC DATA LIABILITY**
 A. Exclusion 2.p. of Coverage A - **Bodily Injury And Property Damage Liability** in **Section I - Coverages** is replaced by the following:
2. Exclusions
 This insurance does not apply to:
 p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**
 Damages arising out of:
 (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
 (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.
 However, this exclusion does not apply to liability for damage because of "bodily injury".
- B. The following is added to Paragraph 2. **Exclusions of Coverage B - Personal And Advertising Injury Liability** in **Section I - Coverages**:
2. Exclusions
 This insurance does not apply to:
Access Or Disclosure Of Confidential Or Personal Information
 Damages arising out of:
 "Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.
 This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.
- B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**
 Subject to 5. above, we will pay up to \$50,000 for the loss of "electronic data" under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence". The limit does not increase the "occurrence" limit stated in the Declarations.
- C. The following definition is added to the **Definitions** section:
 "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- D. For the purposes of the coverage provided by this endorsement, the definition "property damage" in the **Definitions** section is replaced by the following:
 17. "Property damage" means:
 a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it.
 b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
 c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data" resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.
 For the purposes of this insurance, "electronic data" is not tangible property.



13. "MOBILE EQUIPMENT" REDEFINED

Section V - DEFINITIONS is amended as follows:

- a.** Paragraph **12.f.(1)(a), (b), and (c)** of the "mobile equipment" definition does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

14. COORDINATING COVERAGE

If the coverage provided by any provision within this endorsement, any other endorsement, form, or policy issued to you by us or any company affiliated with us apply to the same "occurrence", the maximum applicable per occurrence and aggregate limits of insurance available under all the endorsements, forms or policies shall not exceed the highest applicable per occurrence and aggregate limits of insurance under any one endorsement, form, or policy.

This condition does not apply to any coverage or policy issued by us or an affiliated company to apply specifically as excess insurance over the applicable coverage.



**This endorsement changes the policy
PLEASE READ THIS CAREFULLY**

AMENDATORY ENDORSEMENT GEORGIA

1. Under Common Policy Conditions, Cancellation is deleted and replaced by the following:

Cancellation and Nonrenewal

- a. "You" may cancel this policy by returning the policy to "us" or by giving "us" a written notice and stating at what future date coverage is to stop.

- 1) If only "your" interest is affected, cancellation will become effective on:

- a) the date on which "we" receive either the returned policy or "your" written notice; or
- b) the date specified in "your" written notice; whichever is later. "We" can waive the requirement that "you" state a future date of cancellation by giving "you" written confirmation of the date and time of cancellation.

- 2) If by statute, regulation, or contract this policy cannot be cancelled unless notice is given to a governmental agency, mortgagee, or other third party, "we" will deliver or mail such notice to the third party's last address of record at least 10 days before cancellation is effective. If notice is mailed, it will be mailed first class. Proof of delivery or mailing is sufficient proof of notice.

Cancellation will become effective:

- a) 10 days after "our" notice is delivered or mailed; or
- b) on the date specified in "your" written request for cancellation; whichever is later.

- b. "We" may cancel or not renew this policy by delivering or mailing written notice to "you" and any lienholder, if applicable, at the last mailing address known to "us" or "our" authorized agent. If notice is mailed, it will be mailed first class. The notice to "you" and any lienholder may be delivered by electronic means if "you" or the lienholder have affirmatively consented to that method of delivery and "we" have obtained such consent in accordance with Georgia law. Proof of delivery or mailing is sufficient proof of notice.

- c. If this policy has been in effect for less than 60 days at the time "we" cancel, "we" will give "you" notice at least 10 days before cancellation is effective.

- d. If this policy has been in effect for 60 days or more, or if it is a renewal of a policy issued by "us", at the time "we" cancel, "we" will give "you" notice:

- 1) at least 10 days before cancellation is effective, if the cancellation is for nonpayment of premium; or
- 2) at least 45 days before cancellation is effective, if the cancellation is for any other reason.

Notwithstanding the foregoing, if the "terms" of this policy permit an audit and "you" fail to submit to or allow an audit for the current or most recently expired term, "we" may cancel by giving "you" notice at least 10 days before cancellation is effective, but only if:

- 1) "we" have made two documented efforts to notify "you" and "your" agent of potential cancellation; and
- 2) the notice is not mailed within 20 days of the first such documented effort.



- The notice of cancellation will be sent by certified mail or statutory overnight delivery.
- e. "Your" return premium, if any, will be calculated according to "our" rules and will be refunded:

- 1) at the time of cancellation or as soon as practicable, if "you" cancel this policy; or
- 2) with the cancellation notice or sent to "you" or "your" authorized agent on or before the date on which cancellation is effective, if "we" cancel this policy;

unless the final premium is subject to audit or rate investigation, or the premium was financed by a premium finance company. If the final premium is subject to audit or rate investigation, the return premium will be refunded within 30 days after the conclusion of the audit or rate investigation. If the premium was financed by a premium finance company, the return premium will be refunded to the premium finance company within 10 working days after cancellation.

Payment or tender of the unearned premium is not a condition of cancellation.

- f. If "we" decide not to renew this policy, "we" will give "you" notice at least 45 days before the nonrenewal is effective.

2. Under Common Policy Conditions, the following condition is added:

Conditional Renewal

If "we" decide to renew this policy with:

- a. an increase in premium rates of more than 15% of the expiring policy premium; or
- b. with a change in any policy provision which limits or restricts coverage;

"We" will deliver or mail written notice of the changes to "you" at least 45 days prior to the effective date of the changes. Such notice may be delivered by electronic means if "you" have affirmatively consented to that method of delivery and "we" have obtained such consent in accordance with Georgia law. When the increase in premium exceeds 15% of the expiring policy premium, the notice will indicate the dollar amount of the increase. However, this provision does not apply to an increase due to audit, change in risk, exposure, or experience modification.



This endorsement changes the policy
- PLEASE READ THIS CAREFULLY -

AMENDATORY ENDORSEMENT GEORGIA

1. Under Perils Excluded, Criminal, Fraudulent, Dishonest, Or Illegal Acts, if applicable, is amended to include the following:

However, if the loss is caused by an intentional act of an insured against whom a family violence complaint is brought for the act causing this loss, this exclusion will not apply to an otherwise covered loss suffered by another insured who did not cooperate with or contribute to the act that caused the loss.

Subject to all other "terms" of this policy, "our" payment to an insured who did not cooperate in or contribute to the act that caused the loss may be limited to that person's insurable interest in the property, less any payment made to a mortgagee or other party with a legal secured interest in the property. "We" retain all rights set forth in the Subrogation condition of this policy with regard to action against the perpetrator of the act that caused the loss.

2. Under Other Conditions, Misrepresentation, Concealment, Or Fraud is deleted and replaced by the following:

Misrepresentation, Concealment, Or Fraud - "We" do not provide coverage for "you" or any other insured if, before or after a loss:

- a. "you" have or any other insured has willfully concealed or misrepresented:
 - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) "your" interest herein; or
- b. there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.



COMMON POLICY CONDITIONS

1. **Assignment** - This policy may not be assigned without "our" written consent.

2. **Cancellation** - "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel this policy, or one or more of its parts, by written notice sent to "you" at "your" last mailing address known to "us". If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least ten days before the cancellation is effective. If "we" cancel this policy for any other reason, "we" will give "you" notice at least 30 days in advance of cancellation. The notice will state the time that the cancellation is to take effect.

"Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

3. **Change, Modification, or Waiver of Policy Terms** - A waiver or change of the "terms" of this policy must be issued by "us" in writing to be valid.

4. **Inspections** - "We" have the right, but are not obligated, to inspect "your" property and operations at any time. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report does not warrant that "your" property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspections or reports are for "our" benefit only.

5. **Examination of Books and Records** - "We" may examine and audit "your" books and records that relate to this policy during the policy period and within three years after the policy has expired.

This endorsement changes
the policy
-- PLEASE READ THIS CAREFULLY --

CERTIFIED TERRORISM LOSS

1. The following definitions are added.

a. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:

- 1) to be an act of terrorism;
- 2) to be a violent act or an act that is dangerous to human life, property, or infrastructure;
- 3) to have resulted in damage:
 - a) within the United States; or
 - b) to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission;
- 4) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion; and
- 5) to have resulted in insured losses in excess of five million dollars in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended.

b. "Certified terrorism loss" means loss that results from a "certified act of terrorism".

2. The "terms" of any terrorism exclusion that is part of or that is attached to this Coverage Part are amended by the following provision:

This exclusion does not apply to "certified terrorism loss".

3. The following provision is added.

If the Secretary of the Treasury determines that the aggregate amount of "certified terrorism loss" has exceeded one hundred billion dollars in a calendar year (January 1 through December 31), and "we" have met "our" insurer deductible under the Terrorism Risk Insurance Act, as amended, "we" will not pay for any portion of "certified terrorism loss" that exceeds one hundred billion dollars. If the "certified terrorism loss" exceeds one hundred billion dollars in a calendar year (January 1 through December 31), losses up to one hundred billion dollars are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury under the Terrorism Risk Insurance Act, as amended.

4. The following provisions are added.

a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to this Coverage Part provide coverage for any loss that would otherwise be excluded by this Coverage Part under:

- 1) exclusions that address war, military action, or nuclear hazard; or
- 2) any other exclusion; and

b. the absence of any other terrorism endorsement does not imply coverage for any loss that would otherwise be excluded by this Coverage Part under:

- 1) exclusions that address war, military action, or nuclear hazard; or
- 2) any other exclusion.

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This endorsement changes
the Inland Marine Coverage
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LOSS PAYABLE OPTIONS

If indicated on the Loss Payable Schedule, the following conditions apply to the property described on the schedule. The following conditions apply in addition to the policy "terms" which are contained in the Inland Marine Coverage(s).

LOSS PAYABLE

Any loss will be adjusted with "you" and will be payable to "you" and the loss payee described on the schedule as "your" and their interests appear.

LENDER'S LOSS PAYABLE

Any loss will be payable to "you" and the loss payee described on the schedule as interests appear. If more than one loss payee is named, they will be paid in order of precedence.

The insurance for the loss payee continues in effect even when "your" insurance may be void because of "your" acts, neglect, or failure to comply with the coverage "terms". The insurance for the loss payee does not continue in effect if the loss payee is aware of changes in ownership or substantial increase in risk and does not notify "us".

If "we" cancel this policy, "we" notify the loss payee at least ten days before the effective date of cancellation if "we" cancel for "your" nonpayment of premium, or 30 days before the effective date of cancellation if "we" cancel for any other reason.

"We" may request payment of the premium from the loss payee, if "you" fail to pay the premium.

If "we" pay the loss payee for a loss where "your" insurance may be void, the loss payee's right to collect that portion of the debt from "you" then belongs to "us". This does not affect the loss payee's right to collect the remainder of the debt from "you". As an alternative, "we" may pay the loss payee the remaining principal and accrued interest in return for a full assignment of the loss payee's interest and any instruments given as security for the debt.

If "we" choose not to renew this policy, "we" give written notice to the loss payee at least ten days before the expiration date of this policy.

CONTRACT OF SALE

Any loss will be adjusted with "you" and will be payable to "you" and the loss payee described on the schedule as "your" and their interests appear.

The loss payee shown on the schedule is a person or organization "you" have entered into a contract with for the sale of covered property.

When covered property is the subject of a contract of sale, the word "you" also means the loss payee.



COMPUTER COVERAGE

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described herein subject to all the "terms" of the Computer Coverage. This coverage is also subject to the "schedule of coverages" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "schedule of coverages".

Refer to Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks or bold type.

DEFINITIONS

1. The words "you" and "your" mean the persons or organizations named as the insured on the "schedule of coverages".
2. The words "we", "us", and "our" mean the company providing this coverage.
3. "Business" means the usual business operations occurring at a premises described on the "schedule of coverages".
4. "Computer hacking" means an unauthorized intrusion:
 - a. by an individual or group of individuals, whether employed by "you" or not, into "hardware", "software", or a computer network; and
 - b. that results in but is not limited to:
 - 1) deletion, destruction, generation, or modification of "software";
 - 2) alteration, contamination, corruption, degradation, or destruction of the integrity, quality, or performance of "software";
 - 3) observation, scanning, or copying of "data records", "programs and applications", and "proprietary programs";
 - 4) damage, destruction, inadequacy, malfunction, degradation, or corruption of any "hardware" or "media" used with "hardware"; or
 - 5) denial of access to or denial of services from "your" "hardware" or "your" computer network.
5. "Computer virus" means the introduction of any malicious, self-replicating electronic data processing code or other code:
 - a. into "hardware" or "software"; and
 - b. that is intended to result in, but is not limited to:
 - 1) deletion, destruction, generation, or modification of "software";
 - 2) alteration, contamination, corruption, degradation, or destruction of the integrity, quality, or performance of "software";
 - 3) damage, destruction, inadequacy, malfunction, degradation, or corruption of any "hardware" or "media" used with "hardware"; or
 - 4) denial of access to or denial of services from "your" "hardware" or "your" computer network.
6. "Data records" means files, documents, and information in an electronic format and that are stored on "media".
7. "Electrical disturbance" means electrical or magnetic damage, disturbance of electronic recordings, or erasure of electronic recordings.
8. "Flood" means flood, surface water, waves, tidal water, or the overflow of a body of water, all whether driven by wind or not. This includes spray that results from these whether driven by wind or not.
9. "Hardware" means a network of electronic machine components (microprocessors) capable of accepting instructions and information, processing the information according to the instructions, and producing desired results.
 - a. **Hardware Includes**--"Hardware" includes but is not limited to:
 - 1) mainframe and mid-range computers and network servers;
 - 2) personal computers and workstations;
 - 3) laptops, palmtops, notebook PCs, other portable computer devices and accessories including, but not limited to, multimedia projectors; and
 - 4) peripheral data processing equipment, including but not limited to, printers, keyboards, monitors, and modems.
 - b. **Hardware Does Not Include**--"Hardware" does not include:
 - 1) "software"; and



- 2) "off-site server" and "on-site server".
10. "Limit" means the amount of coverage that applies.
 11. "Mechanical breakdown" means the malfunction or failure of moving or electronic parts, component failure, faulty installation, or blowout.
 12. "Media" means processing, recording, or storage media used with "hardware". This includes but is not limited to films, tapes, cards, discs, drums, cartridges, or cells.
 13. "Off-site server" means a server for "your" Web site:
 - a. that is not at a premises described on the "schedule of coverages"; and
 - b. that is being maintained and/or operated by an independent contractor acting as "your" Web host or "your" Internet service provider that is acting as "your" Web host.
 14. "On-site server" means a server for "your" Web site:
 - a. that is at a premises occupied by "you" and described on the "schedule of coverages"; and
 - b. that is being maintained and/or operated by "you" or an independent contractor acting as "your" Web site consultant.
 15. "Pollutant" means:
 - a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including but not limited to acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and
 - b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.
 16. "Power supply disturbance" means interruption of power supply, power surge, blackout, or brownout.
 17. "Programs and applications" means operating programs and applications that "you" purchase and that are:
 - a. stored on "media"; or
 - b. pre-installed and stored in "hardware".
 18. "Proprietary programs" means proprietary applications or programs that are developed in-house or that "you" had developed specifically for "you" and that are:
 - a. stored on "media"; or
 - b. installed and stored in "hardware".
 19. "Restoration period" means:
 - a. the time it should reasonably take to resume "your" "business" to a similar level of service starting from the date of a physical loss of or damage to covered property at a premises described on the "schedule of coverages" that is caused by a covered peril and ending on the date:
 - 1) the property should be rebuilt, repaired, or replaced; or
 - 2) "business" is resumed at a new permanent location.

This is not limited by the expiration date of the policy.
 - b. The "restoration period" also means the increased time required to comply with the enforcement of any ordinance, law, or decree that:
 - 1) regulates the construction, use, or repair of any property; or
 - 2) requires the demolition of any property, in part or in whole, not damaged by a covered peril.

The ordinance, law, or decree must be in force at the time of loss.

"Restoration period" does not mean the increased time required to comply with the enforcement of any ordinance, law, or decree that requires "you" or anyone else to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or assess the effects of "pollutants".
 - c. Only as regards coverage described under Off Premises Utility Service Interruption; Interruption of Web Site (if added to this coverage part by endorsement); and Property In Transit in the Supplemental Income Coverages, "restoration period" also means the time it should reasonably take to resume "your" "business" starting from the date of direct physical loss of or damage caused by a covered peril to:
 - 1) property not located at a premises described on the "schedule of coverages" and that is owned by a utility, a landlord, or another utility supplier;
 - 2) "your" Web site operation that is being maintained or operated by and that is located at the premises of an independent contractor or Internet service provider; and
 - 3) property in transit;



and ending on the date the property should be rebuilt, repaired, or replaced. This is not limited by the expiration date of the policy.

20. "Schedule of coverages" means:

- a. all pages labeled schedule of coverages or schedules which pertain to this coverage; and
- b. declarations or supplemental declarations which pertain to this coverage.

21. "Sinkhole collapse" means the sudden settlement or collapse of earth supporting the covered property into subterranean voids created by the action of water on a limestone or similar rock formation.

Sinkhole collapse does not include the value of the land or the cost of filling sinkholes.

22. "Software" means "media", "data records", "programs and applications", and "proprietary programs".

Software does not mean "Web site software".

23. "Specified perils" means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; sonic boom; vandalism; vehicles; "volcanic action"; water damage; weight of ice, snow, or sleet; and windstorm.

Falling objects does not include loss to:

- a. personal property in the open; or
- b. to the interior of buildings or structures or to personal property inside buildings or structures unless the exterior of the roofs or walls are first damaged by a falling object.

Water damage means the sudden or accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of the system or appliance containing the water or steam.

24. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.

25. "Volcanic action" means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter; or lava flow.

Volcanic action does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss to the covered property.

26. "Web site server" means "on-site server" and "off-site server".

27. "Web site software" means the following software that are used in "your" "Web site server":

- a. "media";

- b. "data records";

- c. programs and applications which means operating programs and applications that "you" purchase and that are stored on "media" or pre-installed and stored in "Web site servers"; and

- d. proprietary programs which means proprietary applications or programs that are developed in-house or that "you" had developed specifically for "you" and that are stored on "media" or installed and stored in "Web site servers".

PROPERTY COVERED

"We" cover the following property unless the property is excluded or subject to limitations.

1. Hardware--

- a. **Coverage--**"We" cover direct physical loss caused by a covered peril to "hardware" and similar property of others that is in "your" care, custody, or control.

- b. **Coverage Limitations--**"We" only cover "hardware" and similar property of others:

- 1) when a "limit" for "hardware" is indicated on the "schedule of coverages"; and
- 2) while at a premises described on the "schedule of coverages".

2. Software--

- a. **Coverage--**"We" cover direct physical loss caused by a covered peril to:

- 1) "media";
- 2) "programs and applications"; and

similar property of others that is in "your" care, custody, or control.

- b. **Coverage Limitations--**"We" only cover "media", "programs and applications", and similar property of others:

- 1) when a "limit" for "media" and "programs and applications" is indicated on the "schedule of coverages"; and
- 2) while at a premises described on the "schedule of coverages".

- c. **We Do Not Cover--**Except as provided under Supplemental Coverages, "we" do not cover:

- 1) "data records"; and
- 2) "proprietary programs".



INCOME COVERAGE

"We" provide the following coverage unless the coverage is excluded or subject to limitations.

1. **Coverage Options**--One of the following described coverage options applies when that option is indicated on the "schedule of coverages":
 - a. Earnings and Extra Expense; or
 - b. Extra Expense only.
2. **Coverage**--
 - a. **Covered Property**--"We" provide the coverages described below during the "restoration period" when "your" "business" is necessarily wholly or partially interrupted by direct physical loss of or damage to covered property at a premises described on the "schedule of coverages" as a result of a covered peril.
 - b. **Described Premises and Air Conditioning System**--"We" provide the coverages described below under 3. and 4. during the "restoration period" when "your" "business" is necessarily wholly or partially interrupted as a result of direct physical loss of or damage to:
 - 1) a premises described on the "schedule of coverages" that prevents "you" from using covered property; or
 - 2) the air conditioning or electrical systems which are necessary for the operation of covered property and results in a reduction or suspension of "your" "business".
 - c. **If You Lease Your Premises**--If "you" lease, rent, or do not own the premises "you" occupy, for the purposes of determining an Income Coverage loss, "your" location is the space that "you" lease, rent, or occupy including, but not limited to, all passageways to "your" location within the building.
3. **Earnings**--"We" cover "your" actual loss of net income (net profit or loss before income taxes) that would have been earned or incurred and continuing operating expenses normally incurred by "your" "business", including but not limited to payroll expense.
4. **Extra Expense**--"We" cover only the extra expenses that are necessary during the "restoration period" that "you" would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a covered peril.

- a. **Expenses To Reduce Interruption**--"We" cover any extra expense to avoid or reduce the interruption of "your" data processing operations and continue operating at a premises described on the "schedule of coverages", replacement location, or a temporary location. This includes expenses to relocate and costs to outfit and operate a replacement or temporary location.

"We" will also cover any extra expense to reduce the interruption of "business" if it is not possible for "you" to continue operating during the "restoration period".

- b. **Expenses To Repair/Restore Property and Information**--To the extent that they reduce a loss otherwise payable under this coverage, "we" will cover any extra expenses to:
 - 1) repair, replace, or restore any property; and
 - 2) research, replace, or restore information on damaged documents, manuscripts, or records that:
 - a) are inscribed, printed, or written; or
 - b) exist on electronic or magnetic media.

PROPERTY NOT COVERED

1. **Accounts, Bills, or Documents**--"We" do not cover accounts, bills, evidences of debt, records, abstracts, deeds, manuscripts, program documentation, or other documents except those that are in "software" form and then only in that form.
2. **Checked Luggage**--"We" do not cover loss resulting from theft or disappearance of a laptop, palmtop, notebook PC, or any portable computer while in transit as checked luggage.
3. **Contraband**--"We" do not cover contraband or property in the course of illegal transportation or trade.
4. **Loaned, Leased, or Rented To Others**--"We" do not cover property that "you" loan, lease, or rent to others.
5. **Money and Securities**--"We" do not cover currency, food stamps, lottery tickets not held for sale, money, notes, or securities.
6. **Stock in Trade**--"We" do not cover property that is "your" stock in trade.
7. **Web Site Servers**--"We" do not cover "Web site servers" including "Web site software".



COVERAGE EXTENSIONS

Provisions That Apply To Coverage Extensions--The following Coverage Extensions indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Coverage Extension, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, the coverages provided below are part of and not in addition to the applicable "limit" for coverage described under Property Covered.

The "limit" provided under a Coverage Extension cannot be combined or added to the "limit" for any other Coverage Extension or Supplemental Coverage including a Coverage Extension or Supplemental Coverage that is added to this policy by endorsement.

The following coverage extensions are not subject to and not considered in applying coinsurance conditions.

1. Debris Removal--

- a. **Coverage**--"We" pay the cost to remove the debris of covered property that is caused by a covered peril.
- b. **We Do Not Cover**--This coverage does not include costs to:
 - 1) extract "pollutants" from land or water; or
 - 2) remove, restore, or replace polluted land or water.
- c. **Limit**--"We" do not pay any more under this coverage than 25% of the amount "we" pay for the direct physical loss. "We" will not pay more for loss to property and debris removal combined than the "limit" for the damaged property.
- d. **Additional Limit**--"We" pay up to an additional \$5,000 for debris removal expense when the debris removal expense exceeds 25% of the amount "we" pay for direct physical loss or when the loss to property and debris removal combined exceeds the "limit" for the damaged property.
- e. **You Must Report Your Expenses**--"We" do not pay any expenses unless they are reported to "us" in writing within 180 days from the date of direct physical loss to covered property.

2. Electrical and Power Supply Disturbance

- a. **Coverage**--"We" cover direct physical loss to covered property caused by:
 - 1) "electrical disturbance"; or
 - 2) "power supply disturbance".

- b. **Coverage Limitation**--"We" only cover loss caused by "electrical disturbance" and "power supply disturbance" if the cause of such disturbance took place within 500 feet of the premises where the loss occurred.

However, if the "schedule of coverages" indicates that there is no limitation, then the 500 feet limitation described above does not apply to this Coverage Extension.

3. Emergency Removal--

- a. **Coverage**--"We" pay for any direct physical loss to covered property while it is being moved or being stored to prevent a loss caused by a covered peril.
- b. **Time Limitation**--This coverage applies for up to 365 days after the property is first moved. Also, this coverage does not extend past the date on which this policy expires.

4. Emergency Removal Expenses--

- a. **Coverage**--"We" pay for "your" expenses to move or store covered property to prevent a loss caused by a covered peril.
- b. **Time Limitation**--This coverage applies for up to 365 days after the property is first moved. Also, this coverage does not extend past the date on which this policy expires.
- c. **Limit**--The most "we" pay in any one occurrence for expenses to move or store covered property to prevent a loss is \$1,000.
- d. **This Is A Separate Limit**--The "limit" for Emergency Removal Expenses is separate from, and not part of, the applicable "limit" for coverage described under Property Covered.

5. Fraud and Deceit--

- a. **Coverage**--"We" cover theft of covered property when "you", "your" agents, customers, or consignees are fraudulently induced to part with the covered property:
 - 1) to persons who falsely represent themselves as the proper persons to receive the property; or
 - 2) by the acceptance of fraudulent bills of lading or shipping receipts.



b. **Limit**--The most "we" pay in any one occurrence for theft of covered property under this Coverage Extension is \$1,000.

6. **Mechanical Breakdown Coverage**--"We" pay for loss to covered property caused by "mechanical breakdown".

SUPPLEMENTAL COVERAGES

Provisions That Apply To Supplemental Coverages--The following Supplemental Coverages indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Supplemental Coverage, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, a "limit" for a Supplemental Coverage provided below is separate from, and not part of, the applicable "limit" for coverage described under Property Covered.

The "limit" available for coverage described under a Supplemental Coverage:

- is the only "limit" available for the described coverage; and
- is not the sum of the "limit" indicated for a Supplemental Coverage and the "limit" for coverage described under Property Covered.

The "limit" provided under a Supplemental Coverage cannot be combined or added to the "limit" for any other Supplemental Coverage or Coverage Extension including a Supplemental Coverage or Coverage Extension that is added to this policy by endorsement.

The following coverage extensions are not subject to and not considered in applying coinsurance conditions.

1. **Acquired Locations**--

- Coverage**--"We" cover direct physical loss caused by a covered peril to covered property at locations that "you" acquire during the policy period.
- Limit**--"We" pay up to \$250,000 for covered property at locations that "you" acquire.
- Time Limitation**--This coverage applies for up to 60 days from the date "you" acquire the location or until "you" report the acquired location to "us", whichever occurs first.

However, this coverage does not go beyond the end of the policy period.

d. **Additional Premium**--"You" must pay any additional premium due from the date "you" acquire the location.

2. **Earthquake Coverage**--If coverage is indicated on the "schedule of coverages", "we" cover direct physical loss caused by earthquake and volcanic eruption to covered property while at a premises described on the "schedule of coverages".

3. **Flood Coverage**--If coverage is indicated on the "schedule of coverages", "we" cover direct physical loss caused by "flood" to covered property while at a premises described on the "schedule of coverages".

4. **Newly Purchased or Leased Hardware**--

a. **Coverage**--"We" cover direct physical loss caused by a covered peril to additional "hardware" including pre-installed "programs and applications" that "you" purchase or lease during the policy period.

b. **Limit**--The most that "we" pay for any loss under this additional coverage is the least of:

- the actual cash value of the covered property; or
- \$250,000.

c. **Time Limitation**--"We" extend coverage to the additional "hardware" that "you" purchase or lease for up to 60 days.

This supplemental coverage will end when any of the following first occur:

- this policy expires;
- 60 days after "you" obtain the additional "hardware"; or
- "you" report the additional "hardware" to "us".

d. **Additional Premium**--"You" must pay any additional premium due from the date "you" purchase or lease the additional "hardware".

5. **Off-Site Computers**--

a. **Coverage**--"We" cover direct physical loss caused by a covered peril to covered property in the custody of "you", "your" officers, "your" partners, or "your" employees, while:

- at "your" residence or the residence of "your" officers, partners, or employees;
- temporarily at a premises that is not described on the "schedule of coverages"; or



- 3) in transit between a:
 - a) residence or temporary premises; and
 - b) premises described on the "schedule of coverages".
- b. **Limit**--The most "we" pay in any one occurrence for loss to off-site covered property is \$2,500.
6. **Pollutant Cleanup and Removal--**
 - a. **Coverage**--"We" pay "your" expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by a covered peril that occurs during the policy period.
 - b. **Time Limitation**--The expenses to extract "pollutants" are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.
 - c. **We Do Not Cover**--"We" do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants".
However, "we" pay the cost of testing which is necessary for the extraction of "pollutants" from land or water.
 - d. **Limit**--The most "we" pay for each location is \$10,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12-month period of this policy.
7. **Property In Transit--**
 - a. **Coverage**--"We" cover direct physical loss to covered property caused by a covered peril while in transit.
 - b. **Limit**--The most "we" pay in any one occurrence for loss to covered property in transit is \$5,000.
8. **Proprietary Programs and Data Records**
 - a. **Coverage**--"We" cover the cost of research or other expenses necessary to reproduce, replace, or restore lost files or codes on lost or damaged "data records" and "proprietary programs" and similar property of others that is in "your" care, custody, or control.
 - b. **Coverage Limitations**--"We" only cover "data records", "proprietary programs", and similar property of others:
 - 1) while at a premises described on the "schedule of coverages"; and
 - 2) if the cost of research or other expenses necessary to reproduce, replace, or restore lost files or codes are incurred due to a direct physical loss caused by a covered peril to "data records" and "proprietary programs".
 - c. **Limit**--The most "we" pay in any one occurrence for "data records" and "proprietary programs" is \$5,000.
9. **Rewards--**
 - a. **Coverage**--"We" pay for reward information that leads to a conviction for:
 - 1) arson,
 - 2) theft, or
 - 3) vandalism including, but not limited to, "computer hacking" and "computer virus".
 The conviction must involve a covered loss caused by arson, theft, or vandalism.
 - b. **Limit**--The most "we" pay in any one occurrence for reward information is \$1,000.
 - c. **Limit Is Not Increased By The Number of Persons Providing Information**--The amount "we" pay is not increased by the number of persons involved in providing the information.
10. **Sewer Backup and Water Below the Surface**--If coverage is indicated on the "schedule of coverages", "we" cover direct physical loss caused by:
 - a. water that backs up through a sewer or drain; or
 - b. water below the surface of the ground, including but not limited to water that exerts pressure on or flows, seeps, or leaks through or into a described premises.
11. **Software Storage--**
 - a. **Coverage**--"We" cover direct physical loss caused by a covered peril to duplicate and back-up "software" stored at a "software" storage location.
 - b. **Coverage Condition**--Each "software" storage location must be in a separate building which is at least 100 feet away from a premises described on the "schedule of coverages".
 - c. **Limit**--The most "we" pay in any one occurrence for loss to duplicate and back-up "software" is \$25,000.
12. **Virus and Hacking Coverage--**
 - a. **Coverage**--"We" cover direct physical loss to covered "hardware" and "software" caused by a "computer virus" or by "computer hacking".



- b. **We Do Not Cover**--"We" do not cover:
- 1) loss of exclusive use of any "data records" or "proprietary programs" that have been copied, scanned, or altered;
 - 2) loss of or reduction in economic or market value of any "data records" or "proprietary programs" that have been copied, scanned, or altered;
 - 3) theft from "your" "data records" or "proprietary programs" of confidential information through the observation of the "data records" or "proprietary programs" by accessing covered "hardware" or "your" computer network without any alteration or other physical loss or damage to the records or programs. Confidential information includes, but is not limited to, customer information, processing methods, or trade secrets; and
 - 4) except as provided under the Supplemental Income Coverages, denial of access to or services from "your" "hardware" or "your" computer network.

- c. **Limit**--The most "we" pay in any one occurrence under this Supplemental Coverage is \$5,000.

The most "we" pay for all covered losses under this Supplemental Coverage during each separate 12-month period of this policy is \$10,000.

INCOME COVERAGE EXTENSIONS

Provisions That Apply To Income Coverage Extensions--The following Income Coverage Extensions indicate an applicable "limit" or limitation. This "limit" or limitation may also be shown on the "schedule of coverages".

If a different "limit" or limitation is indicated on the "schedule of coverages", that "limit" or limitation will apply instead of the "limit" or limitation shown below.

The following Income Coverage Extensions are part of and not in addition to the applicable Income Coverage "limit".

1. Interruption by Civil Authority--

- a. **Coverage**--"We" extend "your" coverage for earnings and extra expense to include loss sustained while access to premises described on the "schedule of coverages" is specifically denied by an order of civil authority.

- b. **Coverage Limitation**--The order of civil authority must be a result of direct physical loss of or damage to property, other than at a premises described on the "schedule of coverages" and must be caused by a covered peril.

- c. **Time Limitation**--Unless otherwise indicated on the "schedule of coverages", this coverage extension is limited to 30 consecutive days from the date of the order.

2. Period of Loss Extension After Business Resumes--

- a. **Coverage**--"We" extend "your" coverage for earnings to cover loss from the date the covered property that incurred the loss is rebuilt, repaired, or replaced and "your" data processing operations are resumed until:

- 1) the end of 30 consecutive days (unless otherwise indicated on the "schedule of coverages"); or
- 2) the date "you" could reasonably resume "your" "business" to the conditions that would generate the earnings amount that would have existed had no loss or damage occurred,

whichever is earlier.

- b. **Coverage Limitation**--Loss of earnings must be caused by direct physical loss of or damage to property at a premises described on the "schedule of coverages" as a result of a covered peril.

SUPPLEMENTAL INCOME COVERAGES

Provisions That Apply To Supplemental Income Coverages--Unless otherwise indicated, the following Supplemental Income Coverages apply separately to each premises described on the "schedule of coverages".

The following Supplemental Income Coverages indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

Unless otherwise indicated, a "limit" for a Supplemental Income Coverage provided below is separate from, and not part of, the applicable Income Coverage "limit". The "limit" available for coverage described under a Supplemental Income Coverage:

- a. is the only "limit" available for the described coverage; and



- b. is not the sum of the "limit" indicated for a Supplemental Income Coverage and the Income Coverage "limit".

The "limit" provided under a Supplemental Income Coverage cannot be combined or added to the "limit" for any other Supplemental Income Coverage or Income Coverage Extension.

1. **Acquired Locations--**

- a. **Coverage--**"We" extend "your" coverage for earnings and extra expense to include direct physical loss to covered property while at locations that "you" acquire during the policy period.

- b. **Time Limitation--**This coverage applies for up to 60 days from the date "you" acquire the location or until "you" report the acquired location to "us", whichever occurs first.

However, this coverage does not go beyond the end of the policy period.

- c. **Additional Premium--**"You" must pay any additional premium due from the date "you" acquire the location.

- d. **Limit--**The most "we" pay in any one occurrence for loss of earnings and incurred extra expense at each newly acquired location is \$25,000.

2. **Earthquake Coverage--**If coverage is indicated on the "schedule of coverages", "we" cover direct physical loss caused by earthquake and volcanic eruption to covered property while at a premises described on the "schedule of coverages".

3. **Flood Coverage--**If coverage is indicated on the "schedule of coverages", "we" cover direct physical loss caused by "flood" to covered property while at a premises described on the "schedule of coverages".

4. **Off Premises Utility Service Interruption--**

- a. **Coverage--**Coverage for earnings and/or extra expense is extended to loss of earnings or extra expenses that "you" incur during the "restoration period" when "your" data processing operations are interrupted due to the interruption of an off premises utility services when the interruption is a result of direct physical loss or damage by a covered peril to property that is not located at a premises described on the "schedule of coverages" and that is owned by a utility, a landlord, or another supplier who provides "you" with:

- 1) power, gas;
- 2) telecommunications, including but not limited to Internet access; or
- 3) water.

- b. **Overhead Transmission Lines Exclusion--**If the "schedule of coverages" indicates that overhead transmission lines are excluded, coverage under this extension does not include loss to overhead transmission lines that deliver utility service to "you". Overhead transmission lines include, but are not limited to:

- 1) overhead transmission and distribution lines;
- 2) overhead transformers and similar equipment; and
- 3) supporting poles and towers.

- c. **Waiting Period Limitation--**Unless otherwise indicated on the "schedule of coverages", "we" do not pay for "your" loss of earnings under this Supplemental Income Coverage until after the first 24 hours following the direct physical loss of or damage to the property owned by a utility, a landlord, or another supplier. This waiting period does not apply to extra expenses that "you" incur.

- d. **Limit--**The most "we" pay in any one occurrence under this Supplemental Income Coverage is \$10,000.

5. **Property In Transit--**

- a. **Coverage--**Coverage for earnings is extended to loss of earnings during the "restoration period" when "your" "business" is interrupted as a result of a direct physical loss, caused by a covered peril, to covered property in transit.

- b. **Limit--**The most "we" pay in any one occurrence under this Supplemental Income Coverage is \$5,000.

6. **Sewer Backup and Water Below the Surface--**If coverage is indicated on the "schedule of coverages", "we" extend "your" coverage for earnings and extra expense to include direct physical loss to covered property caused by:

- a. water that backs up through a sewer or drain; or
- b. water below the surface of the ground, including but not limited to water that exerts pressure on or flows, seeps, or leaks through or into a described premises.

7. **Virus and Hacking Coverage--**

- a. **Coverage--**Coverage for earnings and/or extra expense is extended to loss of earnings or extra expenses caused by a "computer virus" or by "computer hacking" that results in:

- 1) direct physical loss or damage to covered "software" and "hardware"; or



- 2) denial of access to or services from "your" "hardware" or "your" computer network.
- b. **We Do Not Cover**--"We" do not cover loss of earnings or extra expenses under this Supplemental Income Coverage that results from:
- 1) loss of exclusive use of any "data records" or "proprietary programs" that have been copied, scanned, or altered;
 - 2) loss of or reduction in economic or market value of any "data records" or "proprietary programs" that have been copied, scanned, or altered;
 - 3) theft from "your" "data records" or "proprietary programs" of confidential information through the observation of the "data records" or "proprietary programs" by accessing covered "hardware" or "your" computer network without any alteration or other physical loss or damage to the records or programs.
- Confidential information includes, but is not limited to customer information, processing methods, or trade secrets.
- c. **Waiting Period Limitation**--Unless otherwise indicated on the "schedule of coverages", "we" do not pay for "your" loss of earnings under this Supplemental Income Coverage until after the first 24 hours following the direct physical loss of or damage to "your" data processing operations. This waiting period does not apply to extra expenses that "you" incur.
- d. **Limit**--The most "we" pay in any one occurrence under this Supplemental Income Coverage is \$5,000.
- The most "we" pay for all covered losses under this Supplemental Income Coverage during each 12-month period of this policy is \$15,000.

PERILS COVERED

"We" cover risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

1. "We" do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate

the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

- a. **Civil Authority**--"We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do pay for loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

- b. **Earth Movement**--Except as provided under Supplemental Coverages - Earthquake Coverage, "we" do not pay for loss caused by any earth movement (other than "sinkhole collapse") or caused by eruption, explosion, or effusion of a volcano. Earth movement includes, but is not limited to: earthquake; landslide; mudflow; mudslide; mine subsidence; or sinking, rising, or shifting of earth.

"We" do cover direct loss by fire, explosion, or "volcanic action" resulting from either earth movement or eruption, explosion, or effusion of a volcano.

- c. **Flood**--Except as provided under Supplemental Coverages - Flood Coverage, "we" do not pay for loss caused by "flood". However, "we" do cover the resulting loss if fire, explosion, or sprinkler leakage results.

- d. **Nuclear Hazard**--"We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.

- e. **Sewer Backup and Water Below the Surface**--Except as provided under Supplemental Coverages - Sewer Backup and Water Below the Surface, "we" do not pay for loss caused by or resulting from:

- 1) water that backs up through a sewer or drain; or
- 2) water below the surface of the ground, including but not limited to water that exerts pressure on or flows, seeps, or leaks through or into a building or structure.

But if sewer backup and water below the surface results in fire, explosion, or sprinkler leakage, "we" cover the loss or damage caused by that fire, explosion, or sprinkler leakage.



f. **War and Military Action**--"We" do not pay for loss caused by:

- 1) war, including undeclared war or civil war; or
- 2) a warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- 3) insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

With regard to any action that comes within the "terms" of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War and Military Action Exclusion will apply in place of the Nuclear Hazard Exclusion.

2. "We" do not pay for loss or damage that is caused by or results from one or more of the following:

a. **Computer Virus or Computer Hacking**--Except as provided under Supplemental Coverages - Virus and Hacking Coverage and Supplemental Income Coverages - Virus and Hacking Coverage, "we" do not pay for:

- 1) any direct or indirect loss or damage; or
- 2) loss of access, loss of use, or loss of functionality

caused by a "computer virus" or by "computer hacking".

b. **Criminal, Fraudulent, or Dishonest Acts**--"We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts alone or in collusion with another by:

- 1) "you";
- 2) others who have an interest in the property;
- 3) others to whom "you" entrust the property;
- 4) "your" partners, officers, directors, trustees, or joint adventurers; or
- 5) the employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

c. **Electrical and Power Supply Disturbance**--"We" do not pay for loss caused by "electrical disturbance" or "power supply disturbance" if the cause of such disturbance took place more than 500 feet from the premises where the loss occurred.

However, if disturbance coverage beyond 500 feet is indicated on the "schedule of coverages", then the Electrical and Power Supply Disturbance exclusion described above is deleted.

d. **Loss of Use**--"We" do not pay for loss caused by or resulting from loss of use, business interruption, delay, or loss of market.

This exclusion does not apply to the coverages described under Income Coverages, Income Coverage Extensions, and Supplemental Income Coverages.

e. **Pollutants**--"We" do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants" unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril". "We" do pay for any resulting loss caused by a "specified peril".

f. **Temperature/Humidity**--Except as provided under Utility Interruption, "we" do not pay for loss to covered property caused by:

- 1) dryness, dampness, humidity; or
- 2) changes in or extremes of temperature.

However, "we" do pay for loss to covered property that results from a direct physical loss, caused by a covered peril, to the air conditioning system that services covered "hardware".

g. **Voluntary Parting**--Except as provided under Coverage Extensions - Fraud and Deceit, "we" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.

3. "We" do not pay for loss or damage if one or more of the following exclusions apply to the loss. But if loss by a covered peril results, "we" will pay for the resulting loss.

a. **Contamination, Deterioration, Rust, or Corrosion**--"We" do not pay for loss caused by contamination or deterioration including corrosion, decay, fungus, mildew, mold, rot, rust, or any quality, fault, or weakness in covered property that causes it to damage or destroy itself.



This exclusion does not apply to loss caused by "mechanical breakdown".

- b. **Wear and Tear or Obsolescence--**
"We" do not pay for loss caused by wear and tear, depreciation, or obsolescence.
4. "We" do not pay for loss of earnings or extra expenses, as described under Income Coverage, caused by or resulting from one or more of the following:
 - a. **Error or Omission In Programming--**
"We" do not pay for extra expense caused by an error or omission in programming or incorrect instructions to "hardware".
 - b. **Leases, Licenses, Contracts, or Orders--**"We" do not cover any increase in loss due to the suspension, lapse, or cancellation of leases, licenses, contracts, or orders.

However, "we" do cover loss during the "restoration period" if the suspension, lapse, or cancellation results directly from the interruption of "your" "business".

"We" do not cover any extra expense caused by the suspension, lapse, or cancellation of leases, licenses, contracts, or orders beyond the "restoration period".
 - c. **Strikes, Protests, and Other Interference--**"We" do not cover any increase in loss due to interference by strikers or other persons at a premises described on the "schedule of coverages". This applies to interference with rebuilding, repairing, or replacing the property or with resuming "your" "business".
 - d. **Utility Failure--**Except as provided under Supplemental Income Coverages - Off Premises Utility Service Interruption, "we" do not pay for loss caused by or resulting from the failure of a utility to supply electrical power or other utility service to a described premises, if the failure takes place away from the described premises. "We" do not pay for loss caused by or resulting from the failure of a utility to supply service regardless of the cause of failure.
 - e. **Interruption of Web Site--**"We" do not pay for loss caused by or resulting from the interruption of "your" Web site. "We" do not pay for loss caused by or resulting from the interruption of "your" Web site regardless of the cause of the interruption.

WHAT MUST BE DONE IN CASE OF LOSS

1. **Notice--**In case of a loss, "you" must:
 - a. give "us" or "our" agent prompt notice, including a description of the property involved ("we" may request written notice); and
 - b. give notice to the police when the act that causes the loss is a crime.
2. **You Must Protect Property--**"You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss.
 - a. **Payment of Reasonable Costs--**"We" do pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. "You" must keep an accurate record of such costs.
 - b. **We Do Not Pay--**"We" do not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against. This does not increase "our" "limit".
3. **Proof of Loss--**"You" must send "us", within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:
 - a. the time, place, and circumstances of the loss;
 - b. other policies of insurance that may cover the loss;
 - c. "your" interest and the interests of all others in the property involved, including all mortgages and liens;
 - d. changes in title of the covered property during the policy period; and
 - e. estimates, specifications, inventories, and other reasonable information that "we" may require to settle the loss.
4. **Intent To Continue Business - Income Coverage--**If "you" intend to continue "your" "business", "you" must resume all or part of "your" "business" as soon as possible.
5. **Examination--**"You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.



6. **Records**--"You" must produce records, including tax returns and bank microfilms of all canceled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.
7. **Damaged Property**--"You" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.
8. **Volunteer Payments**--"You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
9. **Abandonment**--"You" may not abandon the property to "us" without "our" written consent.
10. **Cooperation**--"You" must cooperate with "us" in performing all acts required by this policy.

VALUATION

1. **Hardware**--The following is the value of "hardware":
 - a. **Replacement Cost**--The value of "hardware" will be based on replacement cost without any deduction for depreciation unless Actual Cash Value is indicated on the "schedule of coverages".
 - 1) **Replacement Cost Limitation**--The replacement cost is limited to the cost of repair or replacement with similar materials on the same site and used for the same purpose. The payment will not exceed the amount "you" spend to repair or replace the damaged or destroyed property.
 - 2) **Replacement Cost Does Not Apply Until Repair or Replacement**--Replacement cost valuation does not apply until the damaged or destroyed property is repaired or replaced.
 - 3) **Time Limitation**--"You" may make a claim for actual cash value before repair or replacement takes place, and later for the replacement cost if "you" notify "us" of "your" intent within 180 days after the loss.
 - b. **Actual Cash Value**--When Actual Cash Value is indicated on the "schedule of coverages", the value of "hardware" will be based on the actual cash value at the time of the loss with a deduction for depreciation.

2. **Software**--The following is the value of "software":
 - a. **Programs and Applications**--
 - 1) **Cost To Reinstall**--The value of "programs and applications" will be based on the cost to reinstall the "programs or applications" from the licensed discs that were originally used to install the programs or applications.
 - 2) **If The Original Discs Are Lost**--If the original licensed discs are lost, damaged, or can no longer be obtained, the value of "programs and applications" will be based on the cost of the most current version of the "programs or applications".
 - b. **Proprietary Programs**--
 - 1) **Cost of Reproduction**--The value of "proprietary programs" will be based on the cost of reproduction from duplicate copies. The cost of reproduction includes, but is not limited to, the cost of labor to copy or transcribe from duplicate copies.
 - 2) **If Duplicate Copies Do Not Exist**
If duplicate copies do not exist, the value of "proprietary programs" will be based on the cost of research or other expenses necessary to reproduce, replace, or restore lost "proprietary programs".
 - c. **Data Records**--
 - 1) **Cost of Reproduction**--The value of "data records" will be based on the cost of reproduction from duplicate copies. The cost of reproduction includes, but is not limited to, the cost of labor to copy or transcribe from duplicate copies.
 - 2) **If Duplicate Copies Do Not Exist**--If duplicate copies do not exist, the value of "data records" will be based on the cost of research or other expenses necessary to reproduce, replace, or restore lost files, documents, and records.
 - d. **Media**--The value of "media" will be based on the cost to repair or replace the "media" with material of the same kind or quality.

3. **Pair or Set**--
 - a. **Reasonable Proportion of Value**--The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.



- b. **Provision Does Not Apply To Software**--The Pair or Set provision does not apply to "software" that comes in sets. If part of a "software" set cannot be replaced, the loss is considered a total loss of the set.
4. **Loss To Parts**--The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.
5. **Earnings--**
 - a. **Determining An Earnings Loss**--In determining an earnings loss "we" consider:
 - 1) the experience of "your" "business" before the loss and the probable experience during the time of interruption had no loss occurred;
 - 2) "your" continuing operating expenses normally incurred by "your" "business", including, but not limited to, payroll expense necessary to resume "business" to a similar level of service that existed before the occurrence of direct physical loss or damage; and
 - 3) pertinent sources of information and reports including:
 - a) "your" accounting procedures and financial records;
 - b) bills, invoices, and other vouchers;
 - c) contracts, deeds, and liens;
 - d) reports on feasibility and status; and
 - e) records documenting "your" budget and marketing objectives and results.
 - b. **Conditions For Non-Payment of Increased Loss**--"We" do not pay for any increase in loss due to "your" failure to use reasonable efforts to resume all or part of "your" "business". This includes making use of other locations and property to reduce the loss.
 - c. **Loss Payment If You Do Not Resume Your Business**--If "your" "business" is not resumed as soon as possible, or if it is not resumed at all, the value of loss payment is based on the period of time it would have otherwise taken to resume "your" "business" as soon as possible.
6. **Extra Expense**--In determining extra expenses that "you" have incurred, "we" consider the salvage value of any property bought for temporary use during the "restoration period" and it will be deducted from the amount of loss determined for extra expense.

HOW MUCH WE PAY

1. **Insurable Interest**--"We" do not cover more than "your" insurable interest in any property.
2. **Earthquake Period**--All earthquakes or volcanic eruptions that occur within a 168-hour period will be considered a single event. This 168-hour period is not limited by the policy expiration.
3. **Deductible**--"We" pay only that part of "your" loss over the deductible amount indicated on the "schedule of coverages" in any one occurrence.
The deductible may be shown as either an amount or a percentage. When shown as a percentage, the deductible is that percentage of the value of the covered property at the time of the loss.
4. **Loss Settlement Terms**--Subject to paragraphs 1., 2., 3., 5., 6., 7., 8., 9., and 10. under How Much We Pay, "we" pay the lesser of:
 - a. the amount determined under Valuation;
 - b. the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
 - c. the "limit" that applies to the covered property.
5. **Coinsurance, Hardware, and Software--**
 - a. **When Coinsurance Applies**--"We" only pay a part of the loss if the "limit" is less than the percentage of the value of the covered property that is indicated on the "schedule of coverages".
 - b. **How We Determine Our Part of The Loss**--"Our" part of the loss is determined using the following steps:
 - 1) multiply the percent indicated on the "schedule of coverages" by the value of the covered property at the time of loss;
 - 2) divide the "limit" for covered property by the result determined in 5.a. above;
 - 3) multiply the total amount of loss, after the application of any deductible, by the result determined in 5.b. above.

The most "we" pay is the amount determined in 5.c. above or the "limit", whichever is less. "We" do not pay any remaining part of the loss.
 - c. **If There Is More Than One Limit**--If there is more than one "limit" indicated on the "schedule of coverages" for this coverage part, this procedure applies separately to each "limit".



- d. **If There Is Only One Limit--** If there is only one "limit" indicated on the "schedule of coverages" for this coverage, this procedure applies to the total of all covered property to which the "limit" applies.
- e. **When Coinsurance Does Not Apply--** Conditions for coinsurance do not apply unless a coinsurance percentage is indicated on the "schedule of coverages".
6. **Coinsurance, Income Coverage Part--**
- a. **When Coinsurance Applies--**"We" pay only a part of the loss if the "limit" is less than the coinsurance percentage multiplied by the sum of:
- 1) "your" net income (net profit or loss before income taxes); and
 - 2) continuing operating expenses projected for the 12 months following the inception of this policy or the last previous anniversary date of this policy (whichever is later), normally earned by "your" "business".
- b. **How We Determine Our Part of The Loss--**"Our" part of the loss is determined using the following steps:
- 1) multiply the coinsurance percentage by the sum of "your" net income and continuing operating expenses projected for the 12 months following the inception of this policy or the last previous anniversary date of this policy;
 - 2) divide the "limit" by the figure determined in 1) above;
 - 3) multiply the total amount of loss by the figure determined in 2) above.
- "We" pay the amount determined in 3) above or the "limit", whichever is less. "We" do not pay any remaining part of the loss.
- c. **When Coinsurance Does Not Apply--** Conditions for coinsurance do not apply:
- 1) unless a coinsurance percentage is indicated on the "schedule of coverages"; and
 - 2) to coverage for extra expense.
7. **Insurance Under More Than One Coverage--**If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.
8. **Insurance Under More Than One Policy**
- a. **Proportional Share--**"You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.
- b. **Excess Amount--**If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit".
9. **Income Coverage Limit--**"We" pay no more than the Income Coverage "limit" indicated on the "schedule of coverages" for any one loss. Payment for earnings and extra expense combined does not exceed the "limit".
10. **Waiting Period--**
- a. **Waiting Period Limitation--**If an Income Coverage waiting period is indicated on the "schedule of coverages", "we" do not pay for "your" loss of earnings until after the first 24 hours (unless otherwise indicated on the "schedule of coverages") following the direct physical loss of or damage to covered property caused by a covered peril.
- This waiting period does not apply to extra expenses that "you" incur.
- b. **Waiting Period Limitation For Civil Authority--**As regards coverage under Interruption by Civil Authority, coverage under this extension begins:
- 1) for earnings, 24 hours (unless otherwise indicated on the "schedule of coverages") after the time the order is issued and ends 30 consecutive days and 24 hours from the date of the order; and
 - 2) for extra expense, immediately after the time the order is issued, and ends 30 consecutive days and 24 hours from the date of the order.
- c. **Other Waiting Period Limitations--** The waiting period described under Off Premises Utility Service Interruption and Virus and Hacking Coverage is not deleted nor replaced by the terms of this provision.

LOSS PAYMENT

1. Loss Payment Options--

- a. **Our Options--**In the event of loss covered by this coverage form, "we" have the following options:
- 1) pay the value of the lost or damaged property;



- 2) pay the cost of repairing or replacing the lost or damaged property;
 - 3) rebuild, repair, or replace the property with other property of equivalent kind and quality, to the extent practicable, within a reasonable time; or
 - 4) take all or any part of the property at the agreed or appraised value.
- b. **Notice of Our Intent To Rebuild, Repair, or Replace**--"We" must give "you" notice of "our" intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

2. Your Losses--

- a. **Adjustment and Payment of Loss**--"We" adjust all losses with "you". Payment will be made to "you" unless another loss payee is named in the policy.
- b. **Conditions For Payment of Loss**--An insured loss will be payable 30 days after:
 - 1) a satisfactory proof of loss is received; and
 - 2) the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us".

3. Property of Others--

- a. **Adjustment and Payment of Loss To Property of Others**--Losses to property of others may be adjusted with and paid to:
 - 1) "you" on behalf of the owner; or
 - 2) the owner.
- b. **We Do Not Have To Pay You If We Pay The Owner**--If "we" pay the owner, "we" do not have to pay "you". "We" may also choose to defend any suits arising from the owners at "our" expense.

OTHER CONDITIONS

1. **Appraisal**--If "you" and "we" do not agree on the amount of the loss or the actual cash value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us".

2. **Income Coverage (Appraisal)**--If "you" and "we" do not agree on the amount of net income (net profit or loss before income taxes), payroll expense, and operating expenses, these amounts may be determined by appraisal in accordance with the provisions described above under 1. Appraisal.
3. **Benefit To Others**--Insurance under this coverage will not directly or indirectly benefit anyone having custody of "your" property.
4. **Conformity With Statute**--When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
5. **Estates**--This provision applies only if the insured is an individual.
 - a. **Your Death**--On "your" death, "we" cover the following as an insured:
 - 1) the person who has custody of "your" property until a legal representative is qualified and appointed; or
 - 2) "your" legal representative.

This person or organization is an insured only with respect to property covered by this coverage.

- b. **Policy Period Is Not Extended**--This coverage does not extend past the policy period indicated on the declarations.
6. **Misrepresentation, Concealment, or Fraud**--This coverage is void as to "you" and any other insured if, before or after a loss:
 - a. "you" or any other insured have willfully concealed or misrepresented:
 - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) "your" interest herein.



- b. there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.
7. **Policy Period**--"We" pay for a covered loss that occurs during the policy period.
8. **Recoveries**--If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:
 - a. "you" must notify "us" promptly if "you" recover property or receive payment;
 - b. "we" must notify "you" promptly if "we" recover property or receive payment;
 - c. any recovery expenses incurred by either are reimbursed first;
 - d. "you" may keep the recovered property but "you" must refund to "us" the amount of the claim paid, or any lesser amount to which "we" agree; and
 - e. if the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be pro rated between "you" and "us" based on "our" respective interest in the loss.
9. **Restoration of Limits**--Except as indicated under Virus and Hacking Coverage, a loss "we" pay under this coverage does not reduce the applicable "limits".
10. **Subrogation**--If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.
 "You" may waive "your" right to recover from others in writing before a loss occurs.
11. **Suit Against Us**--No one may bring a legal action against "us" under this coverage unless:
 - a. all of the "terms" of this coverage have been complied with; and
 - b. the suit has been brought within two years after "you" first have knowledge of the loss.
 If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.
12. **Territorial Limits**--"We" cover property while it is in the United States of America, its territories and possessions, Canada, and Puerto Rico.



COMMERCIAL UMBRELLA COVERAGE FORM

PLEASE READ THIS POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS. WE HAVE NO DUTY TO PROVIDE COVERAGE UNLESS THERE HAS BEEN FULL COMPLIANCE WITH ALL THE CONDITIONS - SECTION V - OF THIS POLICY.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us", and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section III - Who Is An Insured. Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI - Definitions.

Section I Insuring Agreements

In consideration of the payment of premium and in reliance upon representations you made to us during the process of obtaining this insurance and subject to the Limit of Insurance shown in the Declarations, and all the exclusions, terms and conditions of this policy, we agree with you as follows:

Coverage A Bodily Injury And Property Damage Liability

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right to associate with the "underlying insurer" and the insured to defend against any "suit" seeking those damages. But:
 - (1) The amount we will pay for "ultimate net loss" is limited as described in Section IV - Limit Of Insurance;
 - (2) At our discretion, we may investigate any "occurrence" and settle any resulting "claim" or "suit";
 - (3) We have a right and duty to defend the insured against any "suits" to which this insurance applies:
 - (a) But which are not covered by any "underlying insurance" shown in the Declarations or by any other primary policies that may apply; or
 - (b) If the applicable limit of "underlying insurance" is exhausted.
 However, we will have no duty to defend the insured against any "suits" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply; and
 - (4) Both our right and duty to defend any existing or future "suits" end when we have exhausted the applicable Limit of Insurance in payment of judgments or settlements under Coverages A and B.

No other obligation or liability to pay or perform acts or services is covered unless explicitly provided for under Section II - Defense.
- b. This insurance applies to "bodily injury" or "property damage" which may be subject to an applicable "retained limit" when shown in the Declarations. If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury" or "property damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of Underlying Insurance.
- c. It is agreed that this insurance only applies if:
 - (1) The "bodily injury" or "property damage" occurs during the policy period of this policy;
 - (2) With respect to your liability (other than under a contract) for "bodily injury" to your "employees" arising out of and in the course of their employment by you:
 - (a) Any "bodily injury" by disease is caused or aggravated by the conditions of that employment; and
 - (b) An "employee's" last day of last exposure to conditions causing or aggravating such disease occurs during the policy period of this policy; and
 - (3) The "bodily injury" or "property damage" is caused by an "occurrence", and such "occurrence" takes place in the "coverage territory".
 - (4) Prior to the policy period, no insured listed under Paragraph 1. of Section III - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- d. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section III - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.



- e. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section III - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- f. "Ultimate net loss" because of "bodily injury" includes damages sought by any person or organization for care or loss of services resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" either expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property;

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That you would have in the absence of the contract or agreement; or
- (2) Assumed by you in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than you will be deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract";
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged; and
 - (c) The indemnitor insured's "underlying insurance" also deems these expenses to be damages;

c. Any obligation of the insured under:

(1) Workers' Compensation And Similar Laws

Any workers' compensation, unemployment compensation or disability benefits law or any similar law.

(2) E.R.I.S.A.

The Employee's Retirement Income Security Act of 1974 (E.R.I.S.A.), and amendments thereto or any similar federal, state, or local statute.

d. Employers Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister, or other dependents of that "employee" as a consequence of d.(1) above.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

However, this exclusion d.(1) and d.(2) applies only with respect to:

- (1) "Bodily injury" to any person in work subject to the Longshore and Harbor Workers Compensation Act (33 USC Sections 901-950), the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), and any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
- (2) "Bodily injury" to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an "employee" due to "bodily injury" arising out of or in the course of employment, or any amendments to those laws;
- (3) "Bodily injury" to a master or member of the crew of any vessel;
- (4) Fines or penalties imposed for violation of federal or state law;



- (5) Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued there under, and any amendments to those laws;
- (6) Punitive or exemplary damages because of "bodily injury" to any "employee" employed in violation of law;
- (7) "Bodily injury" to an "employee" while employed in violation of law with the insured's actual knowledge or the actual knowledge of any of your "executive officers"; and
- (8) "Bodily injury" to an "employee" if such employment is subject to the workers compensation laws of the states of Massachusetts, Missouri, New Jersey, New York or any other state which requires unlimited Employers Liability coverage in conjunction with primary Workers Compensation policies.
- (9) "Defense expense" for allegations of an employer's intentional injury to employees that results in "bodily injury" whether or not the Ohio Employers Intentional Injury Defense Expense is written as "underlying insurance".

This exclusion d. applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of such injury.

With respect to your liability (other than under a contract or agreement) for "bodily injury" to your "employees" arising out of and in the course of their employment by you, exclusions f., g., and h. do not apply.

e. Employment-related Practices

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Failure to promote an employee;
 - (c) Discipline, demotion, negligent evaluation or negligent reassignment;
 - (d) Termination of that person's employment;
 - (e) Employment-related practices, policies, acts or omissions, including, without limitation, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
 - (f) Oral or written publication of materials that slanders, defames, or libels an "employee" or violates or invades an "employee's" right of privacy.
- (2) The spouse, child, parent, brother or sister, or any other dependents of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraph e.(1) above is directed.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of such "bodily injury".

f. Pollution:

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of "pollutants":
 - (a) That are, or ever were, contained in any property that is, or ever was:
 - (i) Being transported or towed by, handled, or handled for movement into, onto or from any "auto";
 - (ii) Otherwise in the course of transit by or on behalf of the insured; or
 - (iii) Being stored, disposed of, treated or processed in or upon any "auto";
 - (b) At or from any premises, site or location which is or was at any time, owned or occupied by, or rented or loaned to, any insured. However, this subparagraph f.1.(b) does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your applicable "underlying insurance" as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than the additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";



- (c) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (d) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph f.(1)(e) does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment", any "auto" covered by applicable "underlying insurance" or the parts of either, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire."
 - (f) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) "Claim" or "suit" by or on behalf of any governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph (2) does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.
- Subparagraph (a) of part (1) of this exclusion f. does not apply if any applicable "underlying insurance" shown in the Schedule of Underlying Insurance provides coverage at the full limits of liability shown therein for such losses as are described in subparagraph (a) of part (1) for any "autos" involved in such operations.
- (3) Exceptions:
- (a) Paragraphs f.(1)(c) through f.(1)(f) of this exclusion do not apply to pollutants that are not in or upon a "covered auto" if:
 - (i) The pollutants or any property in which the pollutants are contained are upset, overturned or damaged as a result of the maintenance or use of a "covered auto"; and
 - (ii) The discharge, dispersal, release or escape of the pollutants is caused directly by such upset, overturn or damage.

g. Aircraft Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or chartered, rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrong doing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of aircraft, or watercraft that is owned or operated by or rented or loaned to any insured.



This exclusion does not apply to:

- (1) Watercraft while ashore on premises you own or rent;
- (2) Watercraft you do not own that is:
 - (a) Less than 51 feet long or the extent such coverage is provided by the "underlying insurance" listed in the Schedule of Underlying Insurance if greater; and
 - (b) Not being used to carry persons or property for a charge; or
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (4) Aircraft (other than "unmanned aircraft") that is:
 - (a) Chartered by, loaned to, or hired by you with a paid crew; and
 - (b) Not owned by any insured; or
- (5) With the exception of Paragraph g.(4) above, the extent that valid "underlying insurance" for aircraft (other than "unmanned aircraft", "unmanned aircraft" or watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

h. Racing Activities

"Bodily injury" or "property damage" arising out of the use of any "mobile equipment" or "auto" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

i. War

"Bodily injury" or "property damage" however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property:

- (a) You own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration, or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
 - (b) Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
 - (3) Property loaned to you;
 - (4) Personal property in the care, custody or control of any insured;
 - (5) That particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations; or
 - (6) That particular part of any property that must be restored, repaired, or replaced because "your work" was incorrectly performed on it.

Paragraph j.(2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs j.(3), j.(4), j.(5) and j.(6) of this exclusion do not apply to liability assumed under a railroad sidetrack agreement.

Paragraphs j.(3), and j.(4) of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

Paragraph j.(6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.



m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury."

p. Asbestos

- (1) "Bodily injury" or "property damage" arising out of, resulting from, caused by, or contributed to:

- (a) Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos;
- (b) The use of asbestos in constructing or manufacturing any goods, product or structure;
- (c) The removal of asbestos from any goods, product or structure;
- (d) The manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos;

- (2) Any damages or any loss, cost or expense arising out of any claim or suit by or on behalf of any governmental authority requirement that any insured or any other person or entity should be, or should be responsible for:

- (a) Assessing the presence, absence or amount or effects of asbestos;
- (b) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating asbestos; or
- (c) Responding to asbestos in any way other than as described in subparagraphs (1) and (2) above.

- (3) Any actual or alleged negligence in hiring, training, supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with actions described in subparagraphs (1) and (2) of this exclusion; or

- (4) Any obligation to share damages with or repay someone else who must pay damages in connection with any of the subsections above.

q. Lead

"Bodily injury" or "property damage" arising out of any form of lead or lead compounds. In addition, this insurance does not apply to any loss, cost or expense arising out of:

- (1) Any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of lead or lead compounds;
- (2) Any "claim" or "suit" by or on behalf of any governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of lead or lead compounds in any form;
- (3) Any actual or alleged negligence in hiring, training, supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with lead or lead compounds; or
- (4) Any obligation to share damages with or repay someone else who must pay damages in connection with lead or lead compounds.

r. Professional Services

"Bodily injury", "property damage", acts, errors or omissions, or "wrongful acts" arising out of the rendering of or failure to render any professional service. With exception of Pre-funded Funeral Services addressed under exclusion 2.z. below, this includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- (3) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;



- (4) Engineering services, including related supervisory or inspection services;
- (5) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- (6) Any health or therapeutic service treatment, advice or instruction;
- (7) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- (8) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- (9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (10) Body piercing services;
- (11) Services in the practice of pharmacy; but this exclusion does not apply if you are a retail druggist or your operations are those of a retail drugstore;
- (12) Law enforcement or firefighting services; and
- (13) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.
- (14) Printing or publishing services;
- (15) Insurance and insurance related services, including placement and sales of insurance products, insurance consulting, premium financing, notarizing, claim adjusting and claims administration, loss control services, appraising real or personal property, sale of mutual funds or variable annuities, real estate services including the ownership, use or transfer of real property.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", involved the rendering of or failure to render any professional service.

This exclusion does not apply to the extent that valid "underlying insurance" for the professional services described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

s. Employee Benefits Liability

Any obligation arising out of the administration of any employee benefit plan.

t. Directors, Officers, and Trustees Liability

Any "wrongful act" of any director, "executive officer", or trustee of any insured in the discharge or performance of their duties as such.

u. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol.

If the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion u. applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

v. Nuclear Energy

"Bodily injury" or "property damage":

- (1) With respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability;



- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
- (a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (b) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
- (3) Resulting from the "hazardous properties" of "nuclear material", if:
- (a) The "nuclear material":
 - (i) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or
 - (ii) Has been discharged or dispersed therefrom;
 - (b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this subparagraph (c) applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this exclusion:

- (1) "Hazardous properties" include radioactive, toxic or explosive properties;
 - (2) "Nuclear material" means "source material", "special nuclear material" or "by-product material";
 - (3) "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - (4) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
 - (5) "Waste" means any waste material:
 - (a) Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and
 - (b) Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility";
 - (6) "Nuclear facility" means:
 - (a) Any "nuclear reactor";
 - (b) Any equipment or device designed or used for:
 - (i) Separating the isotopes of uranium or plutonium;
 - (ii) Processing or utilizing "spent fuel"; or
 - (iii) Handling, processing or packaging "waste";
 - (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
 - (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
 - (7) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
 - (8) "Property damage" includes all forms of radioactive contamination of property.
- w. Electronic Data**
- Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.
- However, this exclusion does not apply to liability for damages because of "bodily injury".
- As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- x. Recording And Distribution Of Material Or Information In Violation Of Law**
- "Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;



- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003, or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

y. Auto Coverages

- (1) "Bodily injury" or "property damage" arising out of the ownership, maintenance, use "loading or unloading", or entrustment to others of any "auto" which is not a "covered auto"; or
- (2) Any loss, cost or expense payable under or resulting from any first-party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

z. Pre-Funded Funeral Services

"Bodily injury", "property damage", acts, errors, or omissions, or "wrongful acts" arising out of consultation for, marketing or selling of insurance or non-insurance products for pre-funded funeral services.

aa. Data Breach or Compromise

- (1) "Bodily injury" or "property damage" arising out of the loss, theft, release, accidental release, publication, accidental publication, disposal, or abandonment of "personally identifying information":
 - (a) Of a current, former or prospective customer, client, member, owner, partner, director, stockholder, employee or any other person;
 - (b) That is in the care, custody or control of a third party to which you have directly or indirectly turned over such information for any reason.
- (2) The exclusion described in aa.(1) above also applies:
 - (a) To any demand, action, imposed cost or expense brought by or on behalf of an organization, business, institution, governmental entity or any other party.
 - (b) If you aggregate or sell "personally identifying information" about individuals as part of your business; and
 - (c) If you store, process, transmit or transport records that include "personally identifying information" of individuals for another entity;
- (3) "Personally identifying information" means information that could be used to commit fraud or other illegal activity involving the credit or identity of an individual. This includes but is not limited to Social Security numbers or account numbers correlated with names and addresses.

Coverage B Personal And Advertising Injury Liability

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "personal and advertising injury" to which this insurance applies. We will have the right to associate with the "underlying insurer" and the insured to defend against any "suit" seeking those damages. But:
 - (1) The amount we will pay for the "ultimate net loss" is limited as described in Section IV - Limit Of Insurance;
 - (2) At our discretion, we may investigate any offense and settle any resulting "claim" or "suit";
 - (3) We have a right and duty to defend the insured against any "suits" to which this insurance applies:
 - (a) But which are not covered by any "underlying insurance" shown in the Declarations or by any other primary policies that may apply; or
 - (b) If the applicable limit of "underlying insurance" is exhausted.
 However, we will have no duty to defend the insured against any "suits" seeking damages for "personal and advertising injury" to which this insurance does not apply; and
 - (4) Both our right and duty to defend any existing or future "suits" end when we have exhausted the applicable Limit of Insurance in payment of judgments or settlements under Coverages A and B.

No other obligation or liability to pay or perform acts or services is covered unless explicitly provided for under Section II - Defense.
- b. This insurance applies to "bodily injury" or "property damage" which may be subject to an applicable "retained limit" when shown in the Declarations. If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury" or "property damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of Underlying Insurance.
- c. This insurance applies only to "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.



2. Exclusions

This insurance does not apply to:

a. "Personal and advertising injury"

(1) **Knowing Violation Of Rights Of Another**

Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";

(2) **Material Published With Knowledge Of Falsity**

Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity;

(3) **Material Published Prior To Policy Period**

Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period;

(4) **Criminal Acts**

Arising out of a criminal act committed by or at the direction of the insured;

(5) **Contractual Liability**

For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

(a) Liability for damages that you would have in the absence of the contract or agreement.

(b) Liability for false arrest, detention, or imprisonment assumed by you in a contract or agreement.

(6) **Breach Of Contract**

Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";

(7) **Quality Or Performance Of Goods - Failure To Conform To Statements**

Arising out of the failure of goods, products or services to conform to any statement of quality or performance made in your "advertisement";

(8) **Wrong Description Of Prices**

Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";

(9) **Infringement Of Copyright, Patent, Trademark Or Trade Secret**

Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

(10) **Insureds In Media And Internet Type Businesses**

Committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web-sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 17.a. b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

(11) **Electronic Chatrooms Or Bulletin Boards**

Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

(12) **Unauthorized Use Of Another's Name Or Product**

Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

(13) **Pollution**

(a) Arising out of the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of "pollutants" at any time; or

(b) Any loss, cost or expense arising out of any:

(i) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to, or assess the effects of, "pollutants"; or

(ii) "Claim" or "suit" by or on behalf of any governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**(14) Asbestos**

Arising out of:

- (a) Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos;
- (b) The use of asbestos in constructing or manufacturing any good, product or structure;
- (c) The removal of asbestos from any good, product or structure;
- (d) The manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos;
- (e) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with parts (14) (a) through (14) (d) of this exclusion; or
- (f) Any obligation to share damages with or repay someone else who must pay damages in connection with parts (14) (a) through (14) (e) of this exclusion.

(15) Lead

Arising out of any form of lead or lead compounds. In addition, any loss, cost or expense arising out of:

- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of lead or lead compounds;
- (b) "Claim" or "suit" by or on behalf of any governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of lead or lead compounds in any form;
- (c) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with lead or lead compounds; or
- (d) Any obligation to share damages with or repay someone else who must pay damages in connection with lead or lead compounds.

(16) Professional Services

Arising from acts, errors, or omissions or "wrongful acts" in resulting from the rendering of or failure to render any professional service. With exception of Pre-funded Funeral Services addressed under exclusion 2.a.(21) below, this includes but is not limited to:

- (a) Legal, accounting or advertising services;
- (b) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- (c) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- (d) Engineering services, including related supervisory or inspection services;
- (e) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- (f) Any health or therapeutic service treatment, advice or instruction;
- (g) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- (h) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- (i) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (j) Body piercing services;
- (k) Services in the practice of pharmacy; but this exclusion does not apply if you are a retail druggist or your operations are those of a retail drugstore;
- (l) Law enforcement or firefighting services; and
- (m) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.
- (n) Printing or publishing services;
- (o) Insurance and insurance related services, including placement and sales of insurance products, insurance consulting, premium financing, notarizing, claim adjusting and claims administration, loss control services, appraising real or personal property, sale of mutual funds or variable annuities, real estate services including the ownership, use or transfer of real property.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", involved the rendering of or failure to render any professional service.



This exclusion does not apply to the extent that valid "underlying insurance" for the professional services described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

(17) Directors, Officers, and Trustees

Arising out of any "wrongful act" of any director, "executive officer", or trustee of any insured in the discharge or performance of their duties as such.

(18) Employment-Related Practices

To:

- (a) A person arising out of any:
 - (i) Refusal to employ that person;
 - (ii) Failure to promote an employee;
 - (iii) Discipline, demotion, negligent evaluation or negligent reassignment;
 - (iv) Termination of that person's employment;
 - (v) Employment-related practices, policies, acts or omissions such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
 - (vi) Oral or written publication of materials that slanders, defames, or libels an "employee" or violates or invades an "employee's" right of privacy.
- (b) The spouse, child, parent, brother or sister, or any other dependents of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in paragraph (18)(a) of this exclusion were directed.
- (c) This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of such "personal and advertising injury".

(19) War

However caused, arising, directly or indirectly, out of:

- (a) War, including undeclared or civil war;
- (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

(20) Distribution Of Material In Violation Of Statutes Recording and Distribution Of Material Or Information In Violation Of Law

Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law, or
- (b) The CAN SPAM Act of 2003, including any amendment of or addition to such law, or
- (c) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (d) Any federal, state or local statute, ordinance, or regulation, other than the TCPA, CAN SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information.

(21) Pre-Funded Funeral Services

Caused by acts, errors, or omissions, or "wrongful acts" arising out of the consultation for, marketing, or selling of insurance products for pre-funded funeral services.

(22) Data Breach or Compromise

- (a) Arising out of the loss, theft, release, accidental release, publication, accidental publication, disposal, or abandonment of "personally identifying information":
 - (i) Of a current, former or prospective customer, client, member, owner, partner, director, stockholder, employee or any other person.
 - (ii) That is in the care, custody or control of a third party to which you have directly or indirectly turned over such information for any reason.
- (b) The exclusion described in (a) also applies:
 - (i) To any demand, action, imposed cost or expense brought by or on behalf of an organization, business, institution, governmental entity or any other party;
 - (ii) If you aggregate or sell "personally identifying information" about individuals as part of your business; and



(iii) If you store, process, transmit or transport records that include "personally identifying information" of individuals for another entity;

(c) "Personally identifying information" means information that could be used to commit fraud or other illegal activity involving the credit or identity of an individual. This includes but is not limited to Social Security numbers or account numbers correlated with names and addresses.

Section II Defense

1. When we have the duty to defend, or we investigate or settle any offense, "occurrence", "claim" or "suit", and then only to the extent that "underlying insurance" is not responsible for the costs shown below in items a. through f., we will pay on behalf of the insured:
 - a. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations related to an accident arising out of the use of any vehicle to which this policy applies. We do not have to furnish these bonds.
 - b. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of any "claim" or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - d. All costs taxed against the insured in any "suit" we defend.
 - e. "Pre-judgment interest" awarded against the insured on that part of any judgment covered under this policy. If we offer the applicable Limit of Insurance in settlement of a "claim" or "suit", we will not pay for any "pre-judgment interest" imposed or earned after the date of such offer.
 - f. All interest earned on that part of any judgment within the Limit of Insurance after entry of the judgment and before we have paid, offered to pay, or deposited in court that part of any judgment that is within the applicable Limit of Insurance.
2. Payments under this section of the policy, as well as payments for all expenses we incur, will not reduce the Limit of Insurance.
3. When we have the right but not the duty to defend the insured and elect to participate in the defense, we will pay our own expenses but will not contribute to the expenses of the insured or the "underlying insurer".
4. If we defend you against a "suit" and your indemnitee is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by you;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by you in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the offense or "occurrence" are such that no conflict appears to exist between the your interests and the interests of the indemnitee;
 - e. You and the indemnitee ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend you and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the conditions in this subparagraph f. are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid under Section II - Defense. Notwithstanding the provisions of paragraph 2.b.(2) of Coverage A. - Bodily Injury And Property Damage Liability (Section I), such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.
5. Our obligation to defend your indemnitee and to pay for attorneys' fees and necessary litigation expenses under Section II - Defense ends when:
 - a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
 - b. The conditions set forth above, or the terms of the agreement described in paragraph 3.f. above, are no longer met by the indemnitee.



Section III Who Is An Insured

1. Except for liability arising out of the ownership, maintenance or use of "covered autos":

a. If you are designated in the Declarations as:

- (1) An individual, you, as a natural person, and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (2) A partnership or joint venture, you are an insured. Except with respect to any "auto", your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- (3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- (4) An organization other than a partnership, or joint venture, or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- (5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

b. Each of the following is also an insured:

- (1) Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for :
 - (a) "Bodily injury" or "personal and advertising injury":
 - (i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or while performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (ii) To the spouse, child, parent, brother or sister, or other dependent of that co-"employee" as a consequence of paragraph (a)(i) above;
 - (iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (a)(i) or (ii) above; or
 - (iv) Arising out of his or her providing or failing to provide professional health care services.
 - (b) "Property damage" to property:
 - (i) Owned, occupied or used by; or
 - (ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - (2) Any person (other than your "employee" or "volunteer worker") or any organization while acting as your real estate manager
 - (3) Any person or organization having proper temporary custody of your property if you die, but only:
 - (a) With respect to liability arising out of the maintenance or use of that property; and
 - (b) Until your legal representative has been appointed.
 - (4) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
- ##### c. Any organization you newly acquire or form, other than a partnership, or joint venture, and over which you maintain ownership or majority interest, will qualify as a named insured if there is no other similar insurance available to that organization. However:
- (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period set forth in the Declarations, whichever is earlier;
 - (2) Coverage is applicable only in excess of the Limits of "underlying insurance" as shown in the Declarations, and you must add such organization to your "underlying insurance" as soon as practicable, advising us of such additions. We may then make adjustment of premium charges as called for in Condition 9 - Maintenance of Underlying Insurance;
 - (3) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and



- (4) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, or joint venture that is not shown as a named insured in the Declarations.
2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":
- You are an insured.
 - Anyone else while using a "covered auto" you own, hire or borrow with your permission is also an insured except:
 - The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semitrailer connected to a "covered auto" you own.
 - Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.
 - A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.
 - Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a "covered auto".
 - "Employees with respect to "bodily injury" to:
 - Any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
 - The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph (a) above.
 - "Property damage" to property owned by the employer of any person who is an insured under this provision.
- However, paragraphs b. (2) and b. (3) do not apply if:
- Insurance is afforded to the owner for such "covered auto" by "underlying insurance", or would be afforded under such "underlying insurance" but for exhaustion of such policy's limits of insurance; or
 - Such "covered auto" is a trailer connected to a "covered auto" you own.
- Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the "covered auto".
3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.
- Subject to Section IV - Limits Of Insurance, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured will not exceed either the:
- Minimum limit of insurance you agreed to provide, less any amounts payable by any "underlying insurance"; or
 - Available under the applicable Limits of Insurance available under this policy;
- whichever is less,
- Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".
- Section IV Limits Of Insurance**
- The Policy Aggregate Limit shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - Insureds;
 - "Claims" made or "suits" brought, or number of vehicles involved; or
 - Persons or organizations making "claims" or bringing "suits".
 - The Policy Aggregate Limit is the most we will pay for:
 - The sum of all "ultimate net loss" under Coverage A and Coverage B combined, except "ultimate net loss" because of "bodily injury" and "property damage" arising from the "automobile hazard"; and
 - Each "occurrence" with regard to "ultimate net loss" because of injury and damage arising from the "automobile hazard".
 - If the Policy Aggregate Limit is paid prior to this policy's termination date for losses other than losses arising from the "automobile hazard", this policy's premium is fully earned.
 - If there is "underlying insurance" with a policy period that is non-concurrent with the policy period of this Commercial Umbrella Coverage Form, the "retained limit(s)" will only be reduced or exhausted by payments for:
 - "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Form; or



b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Form.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Form.

5. The Policy Aggregate Limit applies separately to each consecutive annual period, and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Insurance.

Section V Conditions

1. **Appeals.** In the event the insured or any "underlying insurer" elects not to appeal a judgment for damages covered by this policy and which exceeds the "retained limit", we may elect, but have no duty, to do so. We shall be liable, in addition to the Limit of Insurance, for all costs and expenses incurred and interest on judgments incidental to such an appeal and for all such costs, expenses and interest on appeals in connection with our right and duty to defend the insured under this policy.
2. **Bankruptcy.** Bankruptcy, insolvency, or receivership of the insured, the insured's estate or of any "underlying insurer" will not relieve us of our obligations under this policy. With regard to bankruptcy, insolvency, or receivership of any "underlying insurer", this policy shall not apply as a replacement of such bankrupt or insolvent insurer and our Limits of Insurance will apply only in excess of the required Limit(s) of Insurance stated in the Declarations of this policy.
3. **Cancellation.**
 - a. The first named insured shown in the Declarations may cancel this policy by delivering it to us or any of our authorized agents or by sending us written notice stating when the future cancellation will take effect. Cancellation will become effective the date of delivery of the policy to us or upon such future date requested by the first named insured.
 - b. We may cancel this policy by mailing or delivering to the first named insured written notice of cancellation at least:
 - (1) Ten (10) days before the effective date of cancellation if we cancel because of nonpayment of premium whether payable directly to us or payable to our agents or others under any installment payment plan, premium finance plan, extension of credit or other payment plan; or
 - (2) Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
 - c. We will mail or deliver our notice to the first named insured's last mailing address known to us.
 - d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 - e. If this policy is canceled, we will send the first named insured any premium refund due. If we or the first named insured cancel, the refund will be pro rata. The cancellation will be effective even if we have not made or offered any refund of unearned premium.
 - f. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. **Changes.** This policy contains all the agreements between you and us concerning the insurance afforded. The first named insured shown in the Declarations is authorized to make changes in the terms of this policy upon our giving written consent. This policy's terms can be amended or waived only by endorsement to this policy issued by us and made a part of this policy.
5. **Duties In The Event Of Occurrence, Offense, Claim Or Suit.**
 - a. You must see to it that we or our authorized representative are notified as soon as practicable of an "occurrence" or an offense which may result in a "claim". To the extent possible, notice should include:
 - (1) How, when, and where the "occurrence" or alleged offense took place;
 - (2) The insured's name and address;
 - (3) The names and addresses of any injured persons or witnesses; and
 - (4) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 Notice of an "occurrence" or an offense is not notice of a "claim".
 - b. If a "claim" is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we also receive written notice of the "claim" or "suit" as soon as practicable.
 - c. You and any other insured involved in such "claim" or "suit" must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and



- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
- e. No insureds shall in any way jeopardize our rights after an "occurrence" or offense.
- 6. Examination of Your Books and Records.** We may examine and audit your books and records as they relate to this policy at any time during the policy period set forth in the Declarations and up to three years afterward.
- 7. Inspection and Surveys.**
- a. We have the right but are not obligated to:
- (1) Make inspections and surveys at any time;
 - (2) Give you reports on the conditions we find; and
 - (3) Recommend changes to such conditions.
- b. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We also do not warrant that conditions:
- (1) Are safe or healthful; or
 - (2) Comply with laws, regulations, codes or standards.
- c. This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.
- 8. Legal Action Against Us.**
- a. No person or organization has a right under this policy:
- (1) To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - (2) To sue us under this policy unless all of its terms have been fully complied with.
- b. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.
- 9. Maintenance of Underlying Insurance.**
- a. You must keep the "underlying insurance" listed in the Schedule of "underlying insurance" in the Declarations, or renewal or replacement policies not more restrictive in their terms and conditions, in full force and effect throughout the policy period of this insurance. The Limits of Insurance must be maintained in full effect without reduction of limits except for reduction of the aggregate limit due to payment of claims, settlement or judgments to which this insurance applies. You must also notify us in writing, within 30 days of any termination of any policy of "underlying insurance", or replacement of any policy of "underlying insurance".
- b. You must notify us in writing, within 30 days of any changes to the terms or limits of any "underlying insurance" policies. We may adjust premium charges under this policy from the effective date of such changes to the terms of any "underlying insurance".
- c. Your failure to comply with the foregoing paragraphs 9.a. and 9.b. will not invalidate this policy, but in the event of such failure, we shall be liable under this policy only to the extent that we would have been liable had you complied with these obligations.
- 10. Other Insurance.** If other valid and collectible insurance is available to the insured for "ultimate net loss" we cover under this policy, our obligations under this policy are limited as follows:
- a. This insurance is excess over:
- (1) Any other insurance, whether primary, excess, contingent or on any other basis, except such insurance as is specifically purchased to apply in excess of this policy's Limit of Insurance; and
 - (2) Any other insurance available to the insured, whether primary or excess, covering liability for damages arising out of premises or operations for which you have been added as an additional insured.
- b. We will indemnify only our share of the amount of "ultimate net loss", if any, that exceeds the sum of:
- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under this or any other insurance.
- c. We will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all other insurers in accordance with provisions of Condition 16 below.

**11. Premium Audit.**

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first named insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first named insured, but not if such audit premium is less than the Minimum Premium shown in the Declarations.
- c. The first named insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

12. Premiums. The first named insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

13. Representations. By accepting this policy, you agree that:

- a. The information shown on the Declarations is accurate and complete;
- b. The information is based upon representations you made to us in your application(s) for this policy;
- c. We have issued this policy in reliance upon your representations; and
- d. Except as otherwise provided in this policy or by law, this policy is void if you conceal or misrepresent any material facts concerning this policy, in your application for this policy or otherwise.

14. Separation of Insureds. Except with respect to the Limit of Insurance, and any rights or duties specifically assigned to the first named insured, this insurance applies:

- a. As if each named insured were the only named insured; and
- b. Separately to each insured against whom "claim" is made or "suit" is brought.

15. Sole Agent. The named insured first shown in the Declarations is authorized to act on behalf of all insureds with respect to giving or receiving notice of cancellation or nonrenewal, receiving refunds, and agreeing to any changes in this policy.**16. Transfer Of Rights Of Recovery Against Others To Us.**

- a. If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and
- b. Any recoveries shall be applied first to reimburse any interests (including the insured) that may have paid any amounts in excess of our liability under this policy; then to reimburse us for any payment hereunder; and lastly to reimburse such interests (including the insured) as to which this policy is excess, as are entitled to the residue, if any.
- c. When we assist in pursuit of the insured's rights of recovery, reasonable expenses resulting therefrom shall be apportioned among all interests in the ratio of their respective recoveries.
- d. If there should be no recovery as a result of proceedings instituted solely at our request, we shall bear all expenses of such proceedings.

17. Transfer of Your Rights and Duties Under This Policy.

- a. Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.
- b. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

18. When Loss Payable. Our liability for any portion of "ultimate net loss" shall not apply until the insured or any "underlying insurer" shall be obligated to actually pay the full and complete amount of the "retained limit". When "ultimate net loss" has been finally determined, the insured may make "claim" for payment under this policy as soon as practicable thereafter. Such insured's obligation to pay any amount of "ultimate net loss" must have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant or the claimant's legal representative and us.**19. When We Do Not Renew.**

- a. If we decide not to renew this policy, we will mail or deliver to the first named insured shown in the Declarations written notice of the non-renewal not less than 30 days before the expiration date or such other period as may be required by law.
- b. If notice is mailed, proof of mailing will be sufficient proof of notice.

20. Expanded Coverage Territory

- a. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred



for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

- b. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
- c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.
- d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

Section VI Definitions

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporter is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semi trailer designed for travel on public roads, including any attached machinery or equipment, or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
3. "Automobile hazard" means liability arising out of the ownership, maintenance, use or entrustment of any "covered auto". Use includes operation and "loading or unloading".
4. "Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
5. "Claim" means any demand upon the insured for damages or services alleging liability of the insured as the result of an "occurrence" or offense.
6. "Covered auto" means only those "autos" to which "underlying insurance" applies.
7. "Coverage territory" means
 - a. anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - 1) Goods or products made or sold by you in the territory described in a. above;
 - 2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - 3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or



- b. You have failed to fulfill the terms of a contract or agreement;
If such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or by your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of a contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement; or
 - f. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
 - g. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the bodily injury or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law for injury to persons or property in the absence of any contract or agreement.
- Paragraphs f. and g. does not include that part of any contract or agreement:
- (1) That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities ;
 - (4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees," if the "auto" is loaned, leased or rented with a driver; or
 - (5) That holds a person or organization engaged in the business of transporting property by "auto" for hire, harmless for your use of a "covered auto" over a route or territory that person or organization is authorized to serve by public authority.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;



- e. Vehicles not described in a., b., c., or d. immediately preceding that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. of this section maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
- 16. "Occurrence" means:
 - a. With respect to "bodily injury" or "property damage", an accident, including continuous or repeated exposure to substantially the same general harmful conditions. This does not apply to your liability (other than under a contract or agreement) for "bodily injury" to your "employees" arising out of and in the course of employment by you; or
 - b. With respect to your liability (other than under a contract or agreement) for "bodily injury" to your "employees" arising out of and in the course of employment by you, "bodily injury" caused by accident or disease.
- 17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement."
- 18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including, without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes, without limitation, materials to be recycled, reconditioned or reclaimed.
- 19. "Pre-judgment interest" means interest added to a settlement, verdict, award or judgment based on the amount of time prior to the settlement, verdict, award or judgment whether or not made part of the settlement, verdict, award or judgment.
- 20. "Products-completed operations hazard":
 - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed;
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.



- b. Does not include "bodily injury" or "property damage" arising out of:
- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Those products or operations for which the applicable classification, under a policy of "underlying insurance", states that products-completed operations are subject to that policy's General Aggregate Limit.
21. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, electronic data is not tangible property.
As used in this definition, electronic data means information, facts or programs stored as or on created or used on, or transmitted to or from computer software, including systems and application software, hard or floppy disks, CD-ROMs, tapes drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
22. "Retained limit" means the greater of:
- a. The sum of amounts applicable to any "claim" or "suit" from:
 - (1) The available limits of "underlying insurance"; and
 - (2) Other collectible primary insurance; or
 - b. The "self-insured retention".
23. "Self-insured retention" means the dollar amount listed in the Declarations that will be paid by the insured before this insurance becomes applicable only with respect to "occurrences" or offenses not covered by the "underlying insurance". The "self-insured retention" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits.
24. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies is alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or submits with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages is claimed and to which the insured must submit or submits with our consent.
25. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
26. "Ultimate net loss" means the total amount of damages for which the insured is legally liable in payment of "bodily injury", "property damage" or "personal and advertising injury". "Ultimate net loss" must be fully determined as shown in Condition 18 - When Loss Payable. "Ultimate net loss" shall be reduced by any recoveries or salvages which have been paid or will be collected, but the amount of "ultimate net loss" shall not include any expenses incurred by any insured, by us or by any "underlying insurer".
27. "Underlying insurance" means the coverage(s) afforded under insurance policies designated in the Declarations under the Schedule of "underlying insurance" and any renewals or replacements of those policies.
28. "Underlying insurer" means any company issuing any policy of "underlying insurance".
29. "Unmanned aircraft" means an aircraft that is not:
1. Designed;
 2. Manufactured; or
 3. Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.
30. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
31. "Wrongful act" means any actual or alleged error, misstatement or misleading statement, act, omission or neglect or breach of duty by a director or "executive officer" in discharge of their duties, individually or collectively, or any matter claimed against them solely by reason of their being directors or officers of your business.
"Wrongful act" does not include "bodily injury", "property damage" or "personal and advertising injury" as defined in this coverage form.



32. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

33. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

- A. Exclusion 2.w. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

w. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
- 1.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - 2.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:
COMMERCIAL UMBRELLA COVERAGE FORM

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism":

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

1. Subparagraph a. of paragraph 3., **Cancellation**, of **Section V - Conditions** is replaced by the following:
 - a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation stating a future date on which the policy is to be cancelled, subject to the following:
 - (1) If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the first Named Insured.
 - (2) If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.
Our notice will state the effective date of cancellation, which will be the later of the following:
 - (a) 10 days from the date of mailing or delivering our notice, or
 - (b) The effective date of cancellation stated in the first Named Insured's notice to us.
2. Subparagraph e. of paragraph 3., **Cancellation**, of **Section V - Conditions** is replaced by the following:
 - e. **Premium Refund**
 - (1) If this policy is cancelled, we will send the first Named Insured any premium refund due.
 - (2) If we cancel, the refund will be pro rata, except as provided in (3) below.
 - (3) If the cancellation results from failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.
 - (4) If the first Named Insured cancels, the refund may be less than pro rata.
 - (5) The cancellation will be effective even if we have not made or offered a refund.
3. The following is added as subparagraph g. of paragraph 3., **Cancellation**, of **Section V - Conditions** and supersedes any other provisions to the contrary:
 - g. If we decide to:
 - (1) Cancel or nonrenew this policy; or
 - (2) Increase the current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages), or
 - (3) Change any policy provision which would limit or restrict coverage.
 Then:
We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first Named Insured at the last mailing address known to us. Except as applicable in Paragraph 4. below, we will mail or deliver notice at least:
 - (a) 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium;
 - (b) 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or
 - (c) 45 days before the expiration date of this policy if we decide to nonrenew, increase the premium or limit or restrict coverage.
4. The following is added to paragraph 3., **Cancellation**, of **Section V - Conditions** and supersedes any other provisions to the contrary:



With respect to a policy that is written to permit an audit, if you fail to submit to or allow an audit for the current or most recently expired term, we may cancel this policy subject to the following:

1. We will make two documented efforts to send you and your agent notification of potential cancellation. After the second notice has been sent, we have the right to cancel this policy by mailing or delivering a written notice of cancellation to the first Named Insured at least 10 days before the effective date of cancellation, but not within 20 days of the first documented effort.
2. If we cancel this policy based on your failure to submit to or allow an audit, we will send the written notice of cancellation to the first Named Insured at the last known mailing address by certified mail or statutory overnight delivery with return receipt requested.

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*//**CXS0010-201502

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IMPORTANT NOTICE REGARDING UNINSURED MOTORISTS COVERAGE

This notice does not alter or amend the policy. The purpose of this notice is informational. If there are any inconsistencies between the policy and this document, the policy language takes precedence. This notice does not change or replace the wording in your policy. The policy is the sole source of the terms and conditions applicable to this coverage.

GEORGIA UNINSURED MOTORIST COVERAGE

If you have chosen to accept Uninsured Motorists coverage and have any questions after reading this statement regarding Uninsured Motorists coverage or the amount of coverage you have selected, your agent will be able to assist you.

You should have chosen the amount of Uninsured Motorists coverage you want based on this question: If I get hit by someone with little or no liability insurance, how much protection do I need to cover the cost associated with car repair, medical bills, other expenses, and lost wages?

If the person who hits your automobile has no liability coverage or liability coverage equal to or less than the Uninsured Motorists amount you chose, your total automobile insurance recovery (from all companies involved) may not exceed the amount of Uninsured Motorists coverage you chose.

No coverage is provided by this summary nor can it be construed to replace any provision of your policy. If there is any conflict between the policy and this summary, the provisions of the policy shall prevail.

You should read your policy and review your declarations pages for complete information on the coverages you are provided. If you have any questions, or wish to increase or reduce your limits, please contact your State Auto agent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

Exclusion f. of Paragraph 2., Exclusions, of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

This insurance does not apply to:

1. "Bodily injury" or "property damage" which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
2. Any loss, cost or expense arising out of any:
 - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

**PBP 2872095 02**

MCGRIF INSURANCE SERVICES INC
1825 BARRETT LAKES BLVD NW STE
KENNESAW, GA 30144

Acct. Number CL00081332

To: Insured**Your Independent Agent**

PERFORMANCE AUTO COLLISION
CENTER INC;
1775 HEMBREE RD
ALPHARETTA, GA 30009

MCGRIF INSURANCE SERVICES INC
1825 BARRETT LAKES BLVD NW STE
KENNESAW, GA 30144

Thank you for insuring with State Auto Insurance Companies. Attached is information about your new business, renewal or policy change. Please contact your agent with any questions.

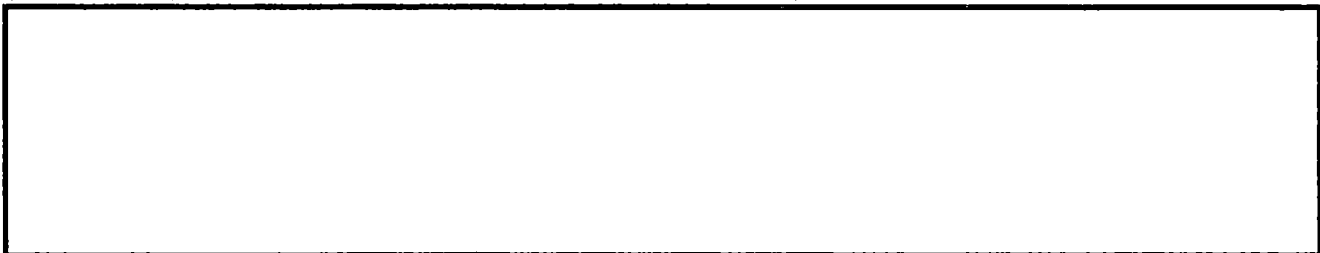
Your coverages are listed on the attached declarations pages. Any new or revised coverage forms are attached.

The State Auto Insurance companies and your independent agent strive to provide overwhelming service to you. Please let us know how we can best serve your needs.

ENCLOSED DOCUMENTS ARE POLICY INFORMATION ONLY.

YOUR BILL WILL BE SENT SEPARATELY, IF NEEDED.

If you have questions concerning policy payment status, please call Customer Service at 833-724-3577 (833-SAHELPS).



**PBP 2872095 02****State Automobile Mutual Insurance Company**

Named Insured and Address:
**PERFORMANCE AUTO COLLISION
 CENTER INC;
 1775 HEMBREE RD
 ALPHARETTA, GA 30009**

Agency Name, Address and Telephone:
**MCGRIFF INSURANCE SERVICES INC
 1825 BARRETT LAKES BLVD NW STE
 KENNESAW, GA 30144**

Region:
 Policy Period: **From: 02/20/2021**
This change resulted in no premium change.
Policy Change Effective: 03/04/21

(770) 429-0482 Agency Number: **0000454**
To: 02/20/2022

Total Revised Premium: \$35,052.00

POLICY CHANGES

This Endorsement changes the policy. Please read it carefully.

**THE FOLLOWING ADDITIONAL INTEREST HAS BEEN REMOVED AND NO LONGER
 FORMS A PART OF THE POLICY**

**SIGNATURE BANK OF GEORGIA
 6065 ROSWELL RD STE 600
 ATLANTA, GA 30328
 LOCS 1/2/3/4/5 LOSS PAYEE
 LOCS 1/2/3/4/5 MORTGAGEE**

THANK YOU FOR MAKING STATE AUTO YOUR COMMERCIAL COMPANY

MRER U4D 030621

IL 12 01 (04/93)

Issue Date 03/07/2021

04:51:22 PM

Authorized Representative

0000273 Printed:
 03/07/21 02:25:39

**PBP 2872095 02**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OUTDOOR SIGNS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 CONDOMINIUM ASSOCIATION COVERAGE FORM
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
 STANDARD PROPERTY POLICY

SCHEDULE

Premises Number:	0001	Building Number:	001
Description Of Sign:			
Construction Of Sign: <input type="checkbox"/> Entirely Metal <input checked="" type="checkbox"/> Other			
Limit Of Insurance: \$ \$15,000			
Coinsurance Percentage: 80 %			
Additional Premium: \$ \$0			
Premises Number:		Building Number:	
Description Of Sign:			
Construction Of Sign: <input type="checkbox"/> Entirely Metal <input type="checkbox"/> Other			
Limit Of Insurance: \$			
Coinsurance Percentage: %			
Additional Premium: \$			

**PBP 2872095 02**

Premises Number:		Building Number:	
Description Of Sign:			
Construction Of Sign: <input type="checkbox"/> Entirely Metal <input type="checkbox"/> Other			
Limit Of Insurance: \$			
Coinurance Percentage: %			
Additional Premium: \$			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

With respect to the outdoor signs described in the Schedule, the provision in the Limits Of Insurance section which pertains to signs does not apply. The limit applicable to each sign is shown in the Schedule. The limit applicable to each sign is the most we will pay for loss or damage to the sign in any one occurrence.



PBP 2872095 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROTECTIVE SAFEGUARDS

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY**SCHEDULE**

Premises Number	Building Number	Protective Safeguards Symbols Applicable
0001	001	P-1
0005	001	P-1
Describe Any "P-9":		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. The following is added to the Commercial Property Conditions:**Protective Safeguards**

1. As a condition of this insurance, you are required to maintain the protective devices or services listed in the Schedule above.
2. The protective safeguards to which this endorsement applies are identified by the following symbols:

"P-1" Automatic Sprinkler System, including related supervisory services.

Automatic Sprinkler System means:

- a. Any automatic fire protective or extinguishing system, including connected:
 - (1) Sprinklers and discharge nozzles;
 - (2) Ducts, pipes, valves and fittings;
 - (3) Tanks, their component parts and supports; and
 - (4) Pumps and private fire protection mains.
- b. When supplied from an automatic fire protective system:
 - (1) Non-automatic fire protective systems; and
 - (2) Hydrants, standpipes and outlets.

"P-2" Automatic Fire Alarm, protecting the entire building, that is:

- a. Connected to a central station; or
- b. Reporting to a public or private fire alarm station.

"P-3" Security Service, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.**"P-4" Service Contract** with a privately owned fire department providing fire protection service to the described premises.**"P-5" Automatic Commercial Cooking Exhaust And Extinguishing System** installed on cooking appliances and having the following components:

- a. Hood;
- b. Grease removal device;
- c. Duct system; and
- d. Wet chemical fire extinguishing equipment.

"P-9", the protective system described in the Schedule.

**PBP 2872095 02**

B. The following is added to the Exclusions section of:

Causes Of Loss - Basic Form

Causes Of Loss - Broad Form

Causes Of Loss - Special Form

Mortgageholders Errors And Omissions Coverage Form

Standard Property Policy

We will not pay for loss or damage caused by or resulting from fire if, prior to the fire, you:

1. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or

2. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

If part of an Automatic Sprinkler System or Automatic Commercial Cooking Exhaust And Extinguishing System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

EXHIBIT B



Claims Processing Center; PO Box 182822, Columbus, OH 43218-2822

February 20, 2023

PREMIER CLAIMS, L.L.C.
120 REGENCY PKWY STE. 115
OMAHA, NE 68114

SENT VIA ELECTRONIC, REGULAR & CERTIFIED MAIL RETURN RECEIPT REQUESTED

NAMED INSURED: PERFORMANCE AUTO COLLISION CENTER INC
POLICY No: PBP 2872095 02
FILE NUMBER: PR-0000000-446473
LOSS DATE: 03/25/2021
LOSS LOCATION: 1775 HEMBREE RD, ALPHARETTA, GA 30009
11525 N FULTON INDUSTRIAL, ALPHARETTA, GA 30009
11515 N FULTON INDUSTRIAL, ALPHARETTA, GA 30009
11510 N FULTON INDUSTRIAL, ALPHARETTA, GA 30009
625B SIMS INDUSTRIAL BLVD, ALPHARETTA, GA 30009
COMPANY: STATE AUTOMOBILE MUTUAL INSURANCE COMPANY
NAIC #: 25135

DECLINATION OF COVERAGE

Dear PERFORMANCE AUTO COLLISION CENTER INC

:

We write on behalf of STATE AUTOMOBILE MUTUAL INSURANCE COMPANY ("State Auto"). State Auto is in receipt of the claim presented by PERFORMANCE AUTO COLLISION CENTER INC for a loss arising for hail damage that occurred on 03/25/2021 to all locations under policy number PBP2872095.

State Auto is committed to working with you to assess whether there is a potential for coverage under your policies. However, after careful consideration of the information provided to date, State Auto regrets to inform you that there may not be coverage for all of the damages for which you are making a claim. We set forth below several reasons why there may not be coverage, but State Auto will work with you to explore these issues should you have any additional information that you feel will impact this coverage evaluation. Inspection by Haag engineering determined there was no hail damage on the DOL 3/25/2021. There was no wind or hail damage to the 3 tab or laminate shingles and that the roof systems had wear tear deterioration and maintenance items excluded by the policy.

I. FACTUAL BACKGROUND

Prior to discussing the relevant policy provisions and coverage issues, we summarize below the claim as asserted in the materials received and reviewed to date. If any of this information is

incorrect, please let me know. If you believe that additional information bears upon coverage or the conclusions rendered herein, please forward such information to my attention immediately.

On 10/04/2022 State Auto Adjuster Mathew Tomarchio Inspected all of the properties listed on the policy for hail damage and determined further investigation was needed. State Auto hired Haag Engineering to Inspect all buildings listed on the policy to determine the extent of hail damage to the buildings and to determine if the damage occurred on the Date Of Loss 3/25/2021.

Haag engineering found the following:

- Three-Tab Shingles Three-tab shingles were installed on Building 2 and Building 4. The roof coverings appeared to be older and were generally in poor condition with respect to weathering. We observed widespread granule loss, scuff marks, and blisters, common conditions found on composition shingle roofs. These conditions were consistent with shingle installation, weathering, manufacturing anomalies, and/or maintenance activities.

- Laminated Shingles Laminated shingles were installed on Building 4. The laminated shingles appeared to be newer than the three-tab shingles and were generally in good condition with respect to weathering. Laminated shingles were also used as insert repairs on the three tab roof coverings on Building 4. We observed granule loss, scuff marks, and blisters on the laminate shingles.

- Steel Panels There were ribbed steel roof panels on Buildings 1, 2, and 3. The steel panel roof coverings were observed to be in fair condition; however, there were indications of previous repairs. Ridge cap panels, fasteners, and flashings around some penetrations had sealant applied. There were a variety of scratches and dents in the panels and copings that were consistent with mechanical contact. The concentration of scratches varied and were typically linear in nature with dents that were relatively sharp.

The roof shingles on Buildings 2 and 4, both three-tab and laminated, were not damaged by hailstone impact. Similarly, the granule-coated modified bitumen roof covering on Building 4 was not damaged by hailstone impact

We observed sporadic dents in the metal panels. There were 5 to 10 1/2 inch dents in each of our test squares. There were no spatter marks coinciding with these dents, indicating they were not from a recent event.

2nd report from Haag

On November 22, 2022, we inspected the Performance Auto Collision Center property (herein PACC), and we issued an inspection report dated December 19, 2022. We drew the following conclusions:

1. The roof coverings at the Performance Auto Collision Center Incorporated properties were not damaged by hail.

2. Hail-caused dents were found on the steel panel roof coverings on Buildings 1, 2, and 3. Hail-caused dents were also observed in the metal powered roof vents and vent caps throughout the roofs and in the southern-facing steel panel walls and downspouts of Building 1. Dents were not coincident with hail spatter marks and were likely years old.

3. While dented, the metal items will continue to function and could be left in their current condition.

4. The roof coverings at the Performance Auto Collision Center Incorporated properties were not damaged by wind.

5. A total of 66 three-tab shingles and 6 ridge cap shingles were damaged by mechanical manipulation, likely from previous inspection activities months, if not years ago.

6. The damaged roof shingles can be individually replaced using insert repair techniques. The shingles were pliable and serviceable such that insert repairs could be completed by a competent contractor.

Subsequently, we were asked to provide a meteorological evaluation for the property. The results of this analysis are included herein.

Conclusions

Based on our analysis of the relevant weather data for three storms of interest that occurred at the PACC property between January 1, 2020, and November 22, 2022, we have reached the following conclusions:

1. Hail was unlikely to have fallen at the PACC property on April 24, 2021, as the strongest region of the storm remained to the north of the property.

2. Small, subsevere hail was possible at the PACC property on March 25, 2021, despite the strongest portion(s) of the storm remaining confined to north of the property. This event could have contributed, in part, to some of the small spatter observed during our November 22, 2022, site inspection.

3. Hail was also possible at the site on August 19, 2020, consistent with nickel size hail reported near the property. Hail that fell on this date could have contributed to the small dents, which were free of hail-caused spatter marks, observed in several metal surfaces at the property. Any hail that fell on this date likely remained subsevere (less than 1 inch).

In order for coverage to apply the insured must sustain direct physical damage to covered property due to a covered cause of loss.

As noted by Haag Engineering, no hail or wind damage occurred on the 3/25/21 date of loss.

Metal roof panels, laminate and 3 tab shingles had mechanical damage and wear tear deterioration.

II. STATE AUTO POLICY

State Auto issued Policy No. PBP 2872095 02 to PERFORMANCE AUTO COLLISION CENTER INC for the policy period of 2/20/2021 – 2/20/2022 (the "State Auto Policy"). The State Auto Policy provides coverage pursuant to the **CP0010 (10/12) Building and Personal Property Coverage Form** and **various endorsements**.

We quote pertinent portions of the State Auto Policy in the letter below. The provisions in the letter are for your ease of reference and are not intended to be an exhaustive list of all policy terms, conditions, and exclusions that may ultimately apply to the issues presented in this matter. Please refer to the State Auto Policy for its complete terms and conditions.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, A.1., and limited in A.2. Property Not Covered, if a Limit Of Insurance is shown in the Declarations for that type of property.

3. Covered Causes of Loss

See applicable Causes Of Loss form as shown in the Declarations.

B. Several Exclusions Potentially Bar Coverage in Whole or In Part for the Claim

State Auto also directs your attention to the following limitations and exclusions which may apply in whole or in part, to preclude coverage for the claim.

CP1030 (10/12) CAUSES OF LOSS - SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section G. Definitions.

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means direct physical loss unless the loss is excluded or limited in this policy.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following.
Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
2. We will not pay for loss or damage caused by or resulting from any of the following:

- d. (1) Wear and tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

- (4) Settling, cracking, shrinking or expansion;

3. We will not pay for loss or damage caused by or resulting from any of the following, **3. a. through 3.c.** But if an excluded cause of loss that is listed in **3.a. through 3.c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance; of part or all of any property on or off the described premises. of part or all of any property on or off the described premises.

Exclusion 2.d. precludes coverage for loss or damage caused by wear and tear, deterioration, rust or other corrosion, decay, as well as settling, cracking or expansion. Based on the information State Auto has received to date, State Auto understands that you are submitting a claim for property damage caused by hail. Accordingly, to the extent that any loss or damage was caused by or results from wear, tear, deterioration, State Auto reserves its rights with respect to Exclusion 2.d.

Exclusion 3.c. precludes coverage for loss or damage caused by or resulting from faulty, inadequate or defective materials or maintenance. Based on the information State Auto has received to date, State Auto understands that you are submitting a claim for property damage caused by hail. Accordingly, to the extent that any loss or damage was caused by or results from faulty, inadequate or defective materials or maintenance State Auto reserves its rights with respect to Exclusion 3.c.

C. State Auto Reserves Its Rights Under Various Other Policy Provisions

In the event that you intend to proceed with this claim, your strict compliance with all of the policy provisions will be expected and required. Please refer to your Building and Personal

Property Coverage Form, CP 00 10 (10/12), under **E. Loss Conditions**, which reads in relevant part:

E. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

3. Duties In The Event Of Loss Or Damage

a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.
Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (8) Cooperate with us in the investigation or settlement of the claim.

b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

Additionally, policy form CP 00 90 07 88 **COMMERCIAL PROPERTY CONDITIONS**, states in part:

D. Legal Action Against Us

No one may bring a legal action against us under this insurance unless:

- a. There has been full compliance with all of the terms of this insurance; and
- b. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

IV. CONCLUSION

We are always willing to reconsider our coverage evaluation in light of any new or additional facts, information, evidence, reported case law or federal statute. If you are aware of any new or additional facts, information, evidence, reported case law or federal statute which would have any bearing on the coverage issues outlined in this correspondence, please provide the same to us as soon as possible and we will give any new information due consideration. Please be advised, however, that our invitation to submit additional information or documentation is made without waiving or limiting State Auto's coverage position as stated in this letter.

This letter is not intended to, nor should it be construed as, setting forth all coverage defenses that may arise in connection with the claim. We specifically reserve all of our rights under the Policy and the laws of the State of Arkansas and no waiver or estoppel of any kind is intended, nor should it be inferred. State Auto reserves its rights under the Policy and applicable law to cite additional policy provisions and defenses as may be appropriate. By limiting policy references to the policy language cited above, State Auto does not waive any other provisions of the Policy. The Policy in its entirety is incorporated by reference as though fully set forth in this letter.

If you have any questions or wish to discuss this matter further, please call me at 614-406-8748.

Respectfully,

Paul Sandstrom

Paul Sandstrom
CARE Associate
Phone: 614-406-8748
Paul.Sandstrom@stateauto.com



CC to insured: PERFORMANCE AUTO COLLISION CENTER INC;
1775 HEMBREE RD
ALPHARETTA, GA 30009

CC to agent: MCGRUFF INSURANCE SERVICES. INC.
1825 BARRETT LAKES BLVD NW STE 320
KENNESAW, GA 30144-7570

CC to PA: emailed to adjusting@premier-claims.com

EXHIBIT C



J. Remington Huggins, Esq.
110 Norcross Street
Roswell, GA 30075
remington@lawhuggins.com
(770) 913-6229

March 2, 2023

State Automobile Mutual Insurance Company
518 East Broad Street
Columbus, Ohio 43215

Sent Via email:
Tina.shuff@stateauto.com

Re: Named Insured(s): Performance Auto Collision Center Inc.
Policy Number: PBP 2872095 02
Claim Number: PR446473
Date of Loss: March 25, 2021

To Whom it May Concern:

I have been retained by Performance Auto Collision Center Inc. ("Your Insured") to represent them regarding the above referenced property insurance claim. All further communication regarding this claim should be directed to my office.

Please also accept this letter as a formal demand for a **certified copy of the relevant insurance policy, to include the original policy, any renewals, and any endorsements.** We also request a copy of any and all repair estimates drafted to date, **as well as a payment sheet or payment log detailing all insurance proceeds issued to date for this claim.**

My client has complied with all conditions contained in the insurance policy. My client is at a loss as to why State Automobile Mutual Insurance Company ("State Auto") has not afforded the proper coverage under the applicable policy. This lack of good faith has forced Your Insured to retain my legal services in order to fairly settle their claim. It is our belief that State Auto has violated the Unfair Claims Settlement Practice Act pursuant to O.C.G.A. § 33-6-34 and has breached the insurance policy.

Bad faith claims handling triggers additional liability on your part under O.C.G.A. § 33-4-6 that includes the amount of the claim, plus a penalty of an additional fifty percent (50%) of the value of the claim and reasonable attorneys' fees and costs.

Therefore, per the enclosed spreadsheets of damages to Your Insured's property, we are hereby making formal demand that you settle the above claim for the sum of **\$883,262.73, less previous payments and the applicable deductible.** The invoice & estimate of damages is attached for your review. This demand is being made pursuant to O.C.G.A. § 33-4-6, and you have sixty (60) days in which to make payment on this claim or be subject to a lawsuit containing a claim for breach of contract and bad faith seeking all compensation allowed by law, including attorneys' fees and a penalty of fifty percent (50%) of the loss amount.

To: State Automobile Mutual Insurance Company
Client: Performance Auto Collision Center Inc.
March 2, 2023
Page 2 of 2

This letter constitutes a “proper demand” for payment under O.C.G.A. § 33-4-6. If you contend that a proper demand has not been made, you must immediately notify us of the reasons for such allegation. Otherwise, it will be assumed you agree this letter constitutes a proper demand.

The purpose of this correspondence is to encourage State Auto to resolve Your Insured’s claim in a fair and equitable manner in hopes of avoiding litigation. If you fail to respond to this letter with an offer of settlement that is acceptable to Your Insured, we will have no alternative other than recommending to Your Insured that a lawsuit be filed against you.

Payment must be received in my office within sixty (60) days of your receipt of this letter in order to avoid a suit for bad faith penalties and attorney’s fees. Any check issued should list Huggins Law Firm, LLC as sole payee. Any objection to these payment terms shall be submitted in writing to Huggins Law Firm, LLC within 10 days of receipt of this letter.

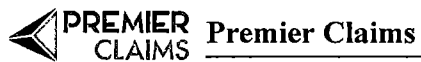
I look forward to working with you to resolve this matter quickly and amicably. Please feel free to contact me should you have any questions regarding this formal 60-day demand. Should you have any questions or concerns, please reach out to me at remington@lawhuggins.com or by phone at (770) 913-6229.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Remington Huggins".

J. Remington Huggins, Esq.
Attorney at Law

JRH/aak
Encl.



Insured: Selahaddin Akturk
Property: 625 Sims Industrial Boulevard
Alpharetta, GA 30009-2095

Claim Number: PR446473

Policy Number: PBP 2872095 03

Type of Loss: Tornado

Date of Loss: 3/25/2021 12:00 AM
Date Inspected:

Date Received:
Date Entered: 2/6/2023 11:13 AM

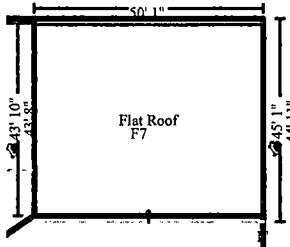
Price List: GAAT8X_FEB23
Restoration/Service/Remodel
Estimate: 625_SIMS_IND_E4552



625_SIMS_IND_E4552

625 Sims Industrial Boulevard

Roof



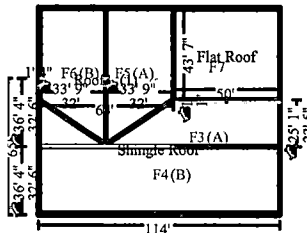
Flat Roof

2,195.81 Surface Area

21.96 Number of Squares

94.93 Total Perimeter Length

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. R&R Single-ply membrane - Mechanically attached - 60 mil	21.96 SQ	81.92	360.10	248.31	1,991.02	11,946.09
2. R&R Insulation - ISO board, 2"	21.96 SQ	56.25	242.77	191.38	1,351.58	8,109.44
3. R&R Insulation - ISO board, 4"	21.96 SQ	57.64	422.49	349.11	2,178.56	13,071.32
4. R&R Aluminum termination bar / flashing for membrane roofs	94.93 LF	0.63	2.39	5.15	58.38	350.22
Totals: Flat Roof				793.95	5,579.54	33,477.07



Shingle Roof

9,916.89 Surface Area

99.17 Number of Squares

454.13 Total Perimeter Length

178.92 Total Ridge Length

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
5. Laminated - comp. shingle rfg. - w/out felt	114.33 SQ	0.00	259.24	1,072.13	6,142.20	36,853.24
6. Remove Laminated - comp. shingle rfg. - w/out felt	99.17 SQ	63.76	0.00	0.00	1,264.62	7,587.70
7. Roofing felt - 30 lb.	99.17 SQ	0.00	42.33	102.30	860.04	5,160.21
8. Re-nailing of roof sheathing - complete re-nail	9,916.89 SF	0.00	0.27	7.69	537.06	3,222.31
9. Ice & water barrier	9,916.89 SF	0.00	1.77	361.22	3,582.82	21,496.94
10. R&R Hip / Ridge cap - composition shingles	178.92 LF	3.12	4.83	18.44	288.16	1,729.01
11. R&R Drip edge/gutter apron	454.13 LF	0.35	3.15	46.46	327.20	1,963.12
12. Asphalt starter - peel and stick	454.13 LF	0.00	2.24	22.88	208.04	1,248.17



CONTINUED - Shingle Roof

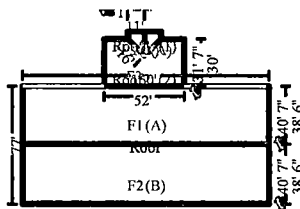
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
13. R&R Valley metal	79.77 LF	0.63	6.59	15.64	118.32	709.90
14. R&R Rain cap - 6"	8.00 EA	5.33	45.02	15.31	83.62	501.73
15. R&R Flashing - pipe jack	23.00 EA	7.50	52.21	27.99	280.26	1,681.58
16. R&R Counterflashing - Apron flashing	68.00 LF	0.63	11.15	9.17	162.04	972.25
17. Step flashing	59.00 LF	0.00	11.21	9.01	134.08	804.48
18. R&R Flashing, 14" wide	9.00 LF	0.63	4.95	1.42	10.34	61.98
Totals: Shingle Roof				1,709.66	13,998.80	83,992.62

General Conditions

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
19. Dumpster load - Approx. 40 yards, 7-8 tons of debris	2.00 EA	920.00	0.00	0.00	368.00	2,208.00
20. Telehandler/forklift (per week) - no operator	1.00 WK	0.00	1,198.89	0.00	239.78	1,438.67
21. Equipment Operator - per hour	40.00 HR	0.00	62.28	0.00	498.24	2,989.44
Totals: General Conditions				0.00	1,106.02	6,636.11
Total: Roof				2,503.61	20,684.36	124,105.80
Total: 625 Sims Industrial Boulevard				2,503.61	20,684.36	124,105.80

1775 Hembree Road

Roof



Roof

14,746.75 Surface Area
610.77 Total Perimeter Length

147.47 Number of Squares
176.00 Total Ridge Length

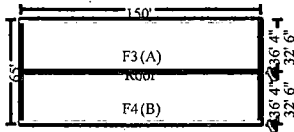
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
22. Remove Additional charge for high roof (2 stories or greater)	147.47 SQ	5.63	0.00	0.00	166.06	996.32
23. Additional charge for high roof (2 stories or greater)	147.47 SQ	0.00	22.58	0.00	665.98	3,995.85

**CONTINUED - Roof**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
24. R&R Metal roofing - ribbed - 26 gauge - 1 1/8" to 1 1/2"	14,746.75 SF	0.54	7.08	2,514.32	22,976.92	137,861.48
25. R&R Vinyl-faced/laminated insulation - 3"	14,746.75 SF	0.26	0.86	571.44	3,417.56	20,505.37
26. R&R Vinyl-faced/laminated insulation - 6"	14,746.75 SF	0.30	1.61	1,302.88	5,893.84	35,363.02
27. R&R Metal roofing - clear/skylight panel	360.00 SF	0.54	7.90	53.57	618.40	3,710.37
28. R&R Closure strips for metal roofing - inside and/or outside	362.00 LF	0.88	2.20	14.03	225.80	1,354.79
29. R&R Gable trim for metal roofing - 26 gauge	248.77 LF	0.88	6.85	56.87	395.98	2,375.84
30. R&R Eave trim for metal roofing - 26 gauge	362.00 LF	0.88	6.09	61.44	516.92	3,101.50
31. R&R Hip / Ridge cap - metal roofing	176.00 LF	3.69	6.80	39.56	377.16	2,262.96
32. Step flashing	20.00 LF	0.00	11.21	3.05	45.46	272.71
33. R&R Valley metal	31.97 LF	0.63	6.59	6.27	47.42	284.51
34. Butyl tape / sealing metal roofing panels for low slopes	5,841.62 LF	0.00	1.14	54.33	1,342.76	8,056.54
35. R&R Gutter / downspout - box - aluminum - 7" to 8"	435.00 LF	0.54	23.61	607.16	2,222.50	13,334.91
36. R&R Furnace vent - rain cap and storm collar, 5"	3.00 EA	11.43	71.37	5.86	50.86	305.12
37. R&R Ridge end cap for metal roofing	2.00 EA	5.72	28.56	1.91	14.08	84.55
Totals: Roof				5,292.69	38,977.70	233,865.84

General Conditions

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
38. Dumpster load - Approx. 40 yards, 7-8 tons of debris	2.00 EA	920.00	0.00	0.00	368.00	2,208.00
39. Telehandler/forklift (per week) - no operator	1.00 WK	0.00	1,198.89	0.00	239.78	1,438.67
40. Equipment Operator - per hour	40.00 HR	0.00	62.28	0.00	498.24	2,989.44
Totals: General Conditions				0.00	1,106.02	6,636.11
Total: Roof				5,292.69	40,083.72	240,501.95
Total: 1775 Hembree Road				5,292.69	40,083.72	240,501.95

**11510 N Fulton industrial****Roof****Roof**

10,900.83 Surface Area
445.34 Total Perimeter Length

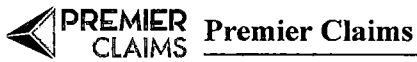
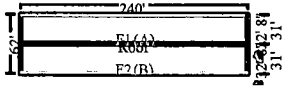
109.01 Number of Squares
150.00 Total Ridge Length

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
41. Laminated - comp. shingle rfg. - w/out felt	125.67 SQ	0.00	259.24	1,178.47	6,751.44	40,508.60
42. Remove Laminated - comp. shingle rfg. - w/out felt	109.01 SQ	63.76	0.00	0.00	1,390.10	8,340.58
43. Roofing felt - 30 lb.	109.01 SQ	0.00	42.33	112.45	945.38	5,672.22
44. Re-nailing of roof sheathing - complete re-nail	10,900.83 SF	0.00	0.27	8.45	590.34	3,542.01
45. Ice & water barrier	10,900.83 SF	0.00	1.77	397.06	3,938.32	23,629.85
46. R&R Hip / Ridge cap - composition shingles	150.00 LF	3.12	4.83	15.46	241.60	1,449.56
47. R&R Drip edge/gutter apron	445.34 LF	0.35	3.15	45.56	320.86	1,925.11
48. Asphalt starter - peel and stick	445.34 LF	0.00	2.24	22.43	204.00	1,223.99
Totals: Roof				1,779.88	14,382.04	86,291.92

General Conditions

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
49. Dumpster load - Approx. 40 yards, 7-8 tons of debris	2.00 EA	920.00	0.00	0.00	368.00	2,208.00
50. Telehandler/forklift (per week) - no operator	1.00 WK	0.00	1,198.89	0.00	239.78	1,438.67
51. Equipment Operator - per hour	40.00 HR	0.00	62.28	0.00	498.24	2,989.44
Totals: General Conditions				0.00	1,106.02	6,636.11
Total: Roof				1,779.88	15,488.06	92,928.03
Total: 11510 N Fulton industrial				1,779.88	15,488.06	92,928.03

11515 N Fulton Industrial**Roof**

**Roof**

15,684.90 Surface Area
610.71 Total Perimeter Length

156.85 Number of Squares
240.00 Total Ridge Length

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
52. R&R Metal roofing - ribbed - 26 gauge - 1 1/8" to 1 1/2"	15,684. SF 90	0.54	7.08	2,674.28	24,438.66	146,631.88
53. R&R Vinyl-faced/laminated insulation - 3"	15,684. SF 90	0.26	0.86	607.79	3,634.98	21,809.85
54. R&R Vinyl-faced/laminated insulation - 6"	15,684. SF 90	0.30	1.61	1,385.76	6,268.80	37,612.72
55. R&R Closure strips for metal roofing - inside and/or outside	480.00 LF	0.88	2.20	18.60	299.40	1,796.40
56. R&R Gable trim for metal roofing - 26 gauge	130.71 LF	0.88	6.85	29.88	208.06	1,248.32
57. R&R Flashing - pipe jack	2.00 EA	7.50	52.21	2.43	24.36	146.21
58. R&R Furnace vent - rain cap and storm collar, 5"	2.00 EA	11.43	71.37	3.91	33.90	203.41
59. R&R Eave trim for metal roofing - 26 gauge	480.00 LF	0.88	6.09	81.47	685.42	4,112.49
60. Butyl tape / sealing metal roofing panels for low slopes	5,885.75 LF	0.00	1.14	54.74	1,352.90	8,117.40
61. R&R Hip / Ridge cap - metal roofing	240.00 LF	3.69	6.80	53.94	514.30	3,085.84
62. R&R Metal roofing - clear/skylight panel	480.00 SF	0.54	7.90	71.42	824.52	4,947.14
63. R&R Gutter / downspout - box - aluminum - 7" to 8"	672.00 LF	0.54	23.61	937.96	3,433.36	20,600.12
64. R&R Ridge end cap for metal roofing	2.00 EA	5.72	28.56	1.91	14.08	84.55
Totals: Roof				5,924.09	41,732.74	250,396.33

Shingle Roof Awnings

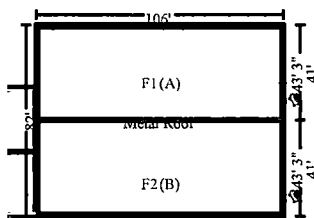
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
65. Remove 3 tab - 25 yr. - comp. shingle roofing - w/out felt	2.49 SQ	61.21	0.00	0.00	30.48	182.89
66. 3 tab - 25 yr. - comp. shingle roofing - w/out felt	3.00 SQ	0.00	245.80	25.65	152.62	915.67
67. Asphalt starter - universal starter course	94.00 LF	0.00	2.16	4.15	41.44	248.63

**CONTINUED - Shingle Roof Awnings**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
68. R&R Drip edge/gutter apron	94.00 LF	0.35	3.15	9.62	67.72	406.34
69. Roofing felt - 30 lb.	2.49 SQ	0.00	42.33	2.57	21.60	129.57
70. R&R Flashing, 14" wide	29.00 LF	0.63	4.95	4.56	33.30	199.68
Totals: Shingle Roof Awnings				46.55	347.16	2,082.78

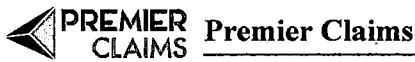
General Conditions

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
71. Dumpster load - Approx. 40 yards, 7-8 tons of debris	2.00 EA	920.00	0.00	0.00	368.00	2,208.00
72. Telehandler/forklift (per week) - no operator	1.00 WK	0.00	1,198.89	0.00	239.78	1,438.67
73. Equipment Operator - per hour	40.00 HR	0.00	62.28	0.00	498.24	2,989.44
Totals: General Conditions				0.00	1,106.02	6,636.11
Total: Roof				5,970.64	43,185.92	259,115.22
Total: 11515 N Fulton Industrial				5,970.64	43,185.92	259,115.22

11525 N Fulton Industrial**Roof****Metal Roof**

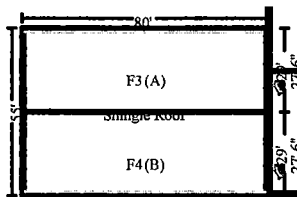
9,162.17 Surface Area	91.62 Number of Squares
384.87 Total Perimeter Length	106.00 Total Ridge Length

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
74. R&R Metal roofing - ribbed - 26 gauge - 1 1/8" to 1 1/2"	9,162.17 SF	0.54	7.08	1,562.15	14,275.60	85,653.48
75. R&R Vinyl-faced/laminated insulation - 3"	9,162.17 SF	0.26	0.86	355.03	2,123.34	12,740.00
76. R&R Vinyl-faced/laminated insulation - 6"	9,162.17 SF	0.30	1.61	809.48	3,661.86	21,971.08
77. R&R Closure strips for metal roofing - inside and/or outside	280.00 LF	0.88	2.20	10.85	174.66	1,047.91



CONTINUED - Metal Roof

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
78. R&R Gable trim for metal roofing - 26 gauge	172.87 LF	0.88	6.85	39.52	275.16	1,650.97
79. R&R Eave trim for metal roofing - 26 gauge	212.00 LF	0.88	6.09	35.98	302.74	1,816.36
80. R&R Hip / Ridge cap - metal roofing	106.00 LF	3.69	6.80	23.82	227.14	1,362.90
81. Butyl tape / sealing metal roofing panels for low slopes	3,818.15 LF	0.00	1.14	35.51	877.64	5,265.84
82. R&R Ridge vent - Metal roofing - floating ventilator	40.00 LF	4.44	27.56	53.91	266.78	1,600.69
83. R&R Flashing, 14" wide	68.00 LF	0.63	4.95	10.70	78.02	468.16
84. R&R Furnace vent - rain cap and storm collar, 5"	7.00 EA	11.43	71.37	13.68	118.66	711.94
85. R&R Ridge end cap for metal roofing	2.00 EA	5.72	28.56	1.91	14.08	84.55
Totals: Metal Roof				2,952.54	22,395.68	134,373.88



Shingle Roof

4,638.01 Surface Area	46.38 Number of Squares
275.95 Total Perimeter Length	80.00 Total Ridge Length

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
86. 3 tab - 25 yr. - comp. shingle roofing - w/out felt	46.67 SQ	0.00	245.80	399.06	2,374.12	14,244.67
87. Remove 3 tab - 25 yr. - comp. shingle roofing - w/out felt	51.02 SQ	61.21	0.00	0.00	624.58	3,747.51
88. Roofing felt - 30 lb.	46.38 SQ	0.00	42.33	47.84	402.22	2,413.33
89. Re-nailing of roof sheathing - complete re-nail	4,638.01 SF	0.00	0.27	3.59	251.18	1,507.03
90. R&R Hip / Ridge cap - composition shingles	80.00 LF	3.12	4.83	8.25	128.86	773.11
91. R&R Drip edge/gutter apron	275.95 LF	0.35	3.15	28.23	198.80	1,192.85
92. Asphalt starter - peel and stick	275.95 LF	0.00	2.24	13.90	126.40	758.43
93. R&R Flashing - pipe jack	2.00 EA	7.50	52.21	2.43	24.36	146.21
94. Step flashing	52.00 LF	0.00	11.21	7.94	118.16	709.02
95. R&R Furnace vent - rain cap and storm collar, 6"	1.00 EA	11.43	77.46	2.43	18.26	109.58



CONTINUED - Shingle Roof

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: Shingle Roof				513.67	4,266.94	25,601.74

General Conditions

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
96. Dumpster load - Approx. 40 yards, 7-8 tons of debris	2.00 EA	920.00	0.00	0.00	368.00	2,208.00
97. Telehandler/forklift (per week) - no operator	1.00 WK	0.00	1,198.89	0.00	239.78	1,438.67
98. Equipment Operator - per hour	40.00 HR	0.00	62.28	0.00	498.24	2,989.44
Totals: General Conditions				0.00	1,106.02	6,636.11
Total: Roof				3,466.21	27,768.64	166,611.73
Total: 11525 N Fulton Industrial				3,466.21	27,768.64	166,611.73
Line Item Totals: 625_SIMS_IND_E4552				19,013.03	147,210.70	883,262.73

Grand Total Areas:

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls and Ceiling
0.00 SF Floor	0.00 SY Flooring	0.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	0.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
8,050.95 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
67,245.36 Surface Area	672.45 Number of Squares	2,876.69 Total Perimeter Length
930.92 Total Ridge Length	0.00 Total Hip Length	



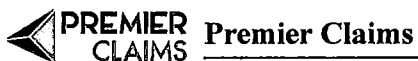
Summary for Dwelling

Line Item Total	717,039.00
Material Sales Tax	19,013.03
Subtotal	736,052.03
Overhead	73,605.35
Profit	73,605.35
Replacement Cost Value	\$883,262.73
Net Claim	<u>\$883,262.73</u>



Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (7.75%)	Storage Rental Tax (7.75%)	Local Food Tax (3.75%)
Line Items	73,605.35	73,605.35	19,013.03	0.00	0.00
Total	73,605.35	73,605.35	19,013.03	0.00	0.00



Recap by Room

Estimate: 625_SIMS_IND_E4552

Area: 625 Sims Industrial Boulevard

Area: Roof

Flat Roof	27,103.58	3.78%
Shingle Roof	68,284.16	9.52%
General Conditions	5,530.09	0.77%

Area Subtotal: Roof	100,917.83	14.07%
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Area Subtotal: 625 Sims Industrial Boulevard	100,917.83	14.07%
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Area: 1775 Hembree Road

Area: Roof

Roof	189,595.45	26.44%
General Conditions	5,530.09	0.77%

Area Subtotal: Roof	195,125.54	27.21%
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Area Subtotal: 1775 Hembree Road	195,125.54	27.21%
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Area: 11510 N Fulton industrial

Area: Roof

Roof	70,130.00	9.78%
General Conditions	5,530.09	0.77%

Area Subtotal: Roof	75,660.09	10.55%
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Area Subtotal: 11510 N Fulton industrial	75,660.09	10.55%
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Area: 11515 N Fulton Industrial

Area: Roof

Roof	202,739.50	28.27%
Shingle Roof Awnings	1,689.07	0.24%
General Conditions	5,530.09	0.77%

Area Subtotal: Roof	209,958.66	29.28%
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Area Subtotal: 11515 N Fulton Industrial	209,958.66	29.28%
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Area: 11525 N Fulton Industrial

Area: Roof

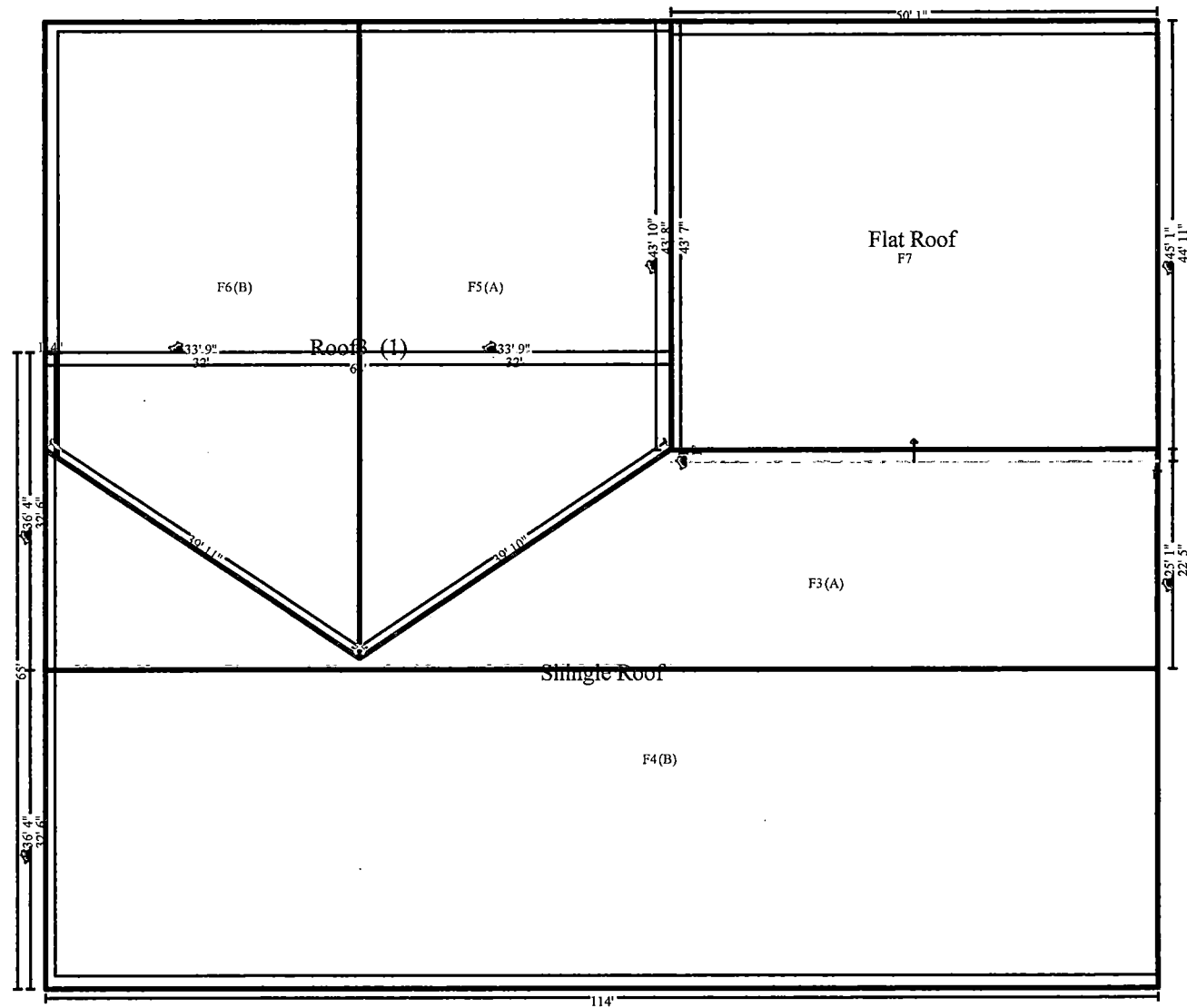
Metal Roof	109,025.66	15.20%
Shingle Roof	20,821.13	2.90%
General Conditions	5,530.09	0.77%
<hr/>		
Area Subtotal: Roof	135,376.88	18.88%
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Area Subtotal: 11525 N Fulton Industrial	135,376.88	18.88%
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Subtotal of Areas	717,039.00	100.00%
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Total	717,039.00	100.00%



Recap by Category

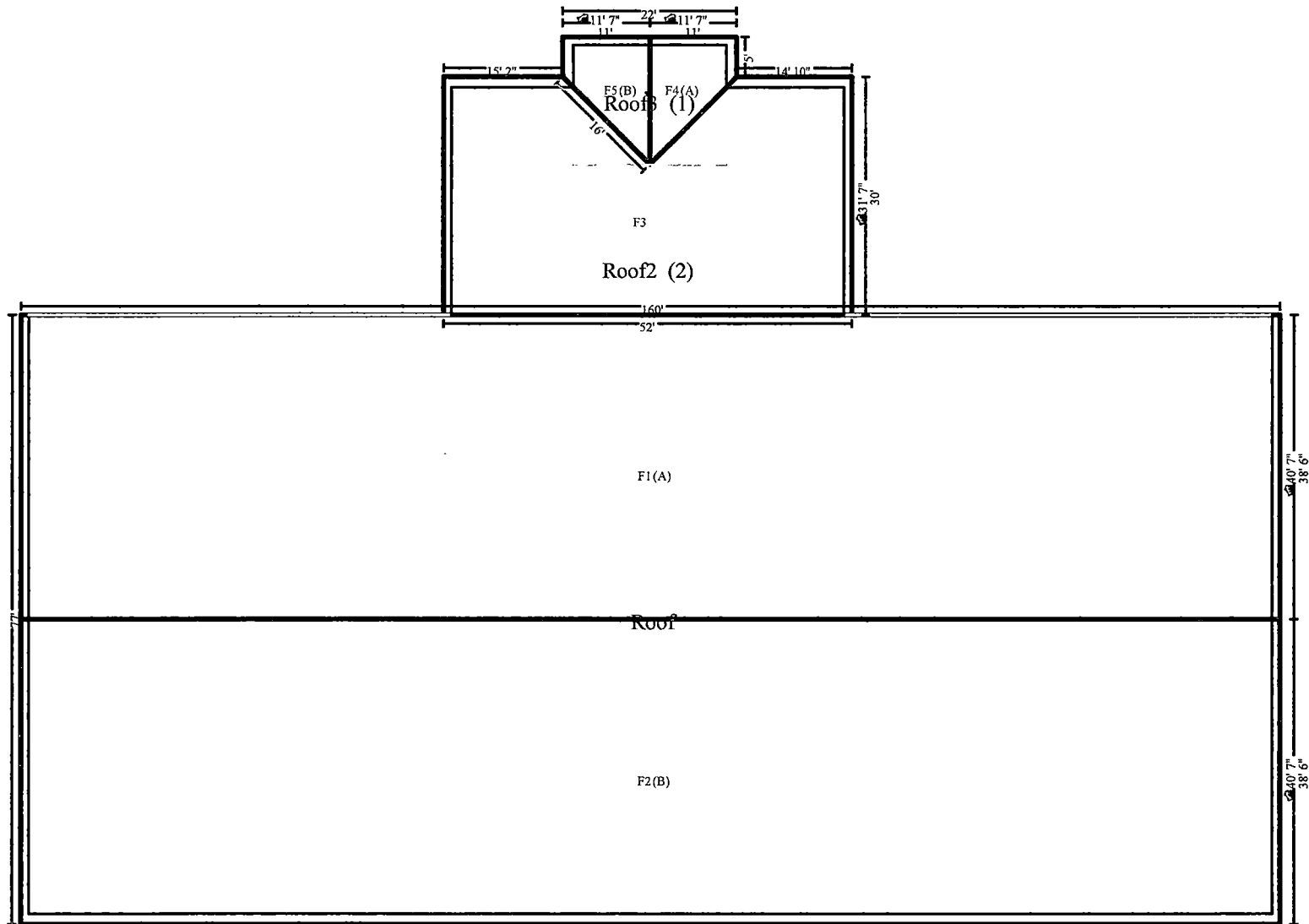
O&P Items	Total	%
GENERAL DEMOLITION	82,376.47	9.33%
HEAVY EQUIPMENT	18,450.45	2.09%
HEAT, VENT & AIR CONDITIONING	933.90	0.11%
INSULATION	97,796.74	11.07%
ROOFING	491,345.17	55.63%
SOFFIT, FASCIA, & GUTTER	26,136.27	2.96%
O&P Items Subtotal	717,039.00	81.18%
Material Sales Tax	19,013.03	2.15%
Overhead	73,605.35	8.33%
Profit	73,605.35	8.33%
Total	883,262.73	100.00%

625 Sims Industrial Boulevard - Roof



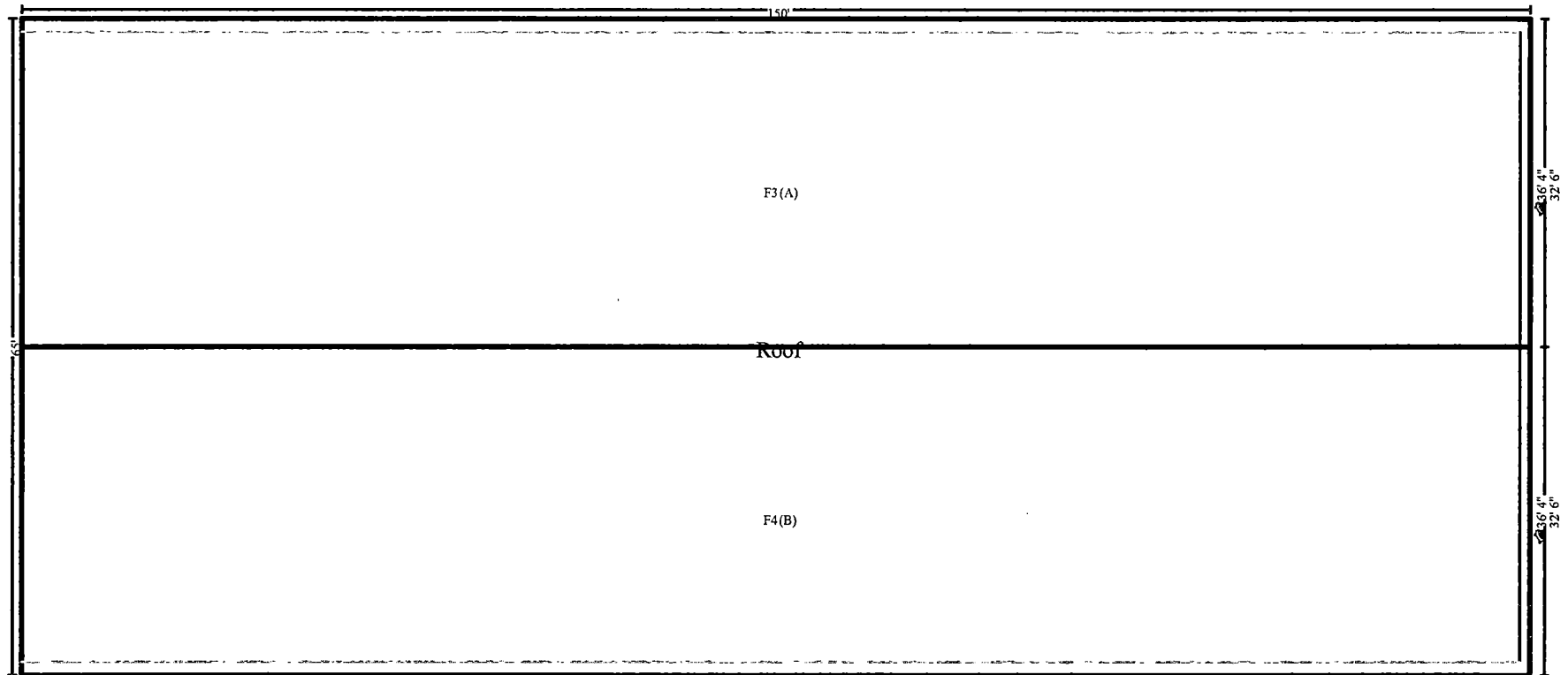
Roof

1775 Hembree Road - Roof



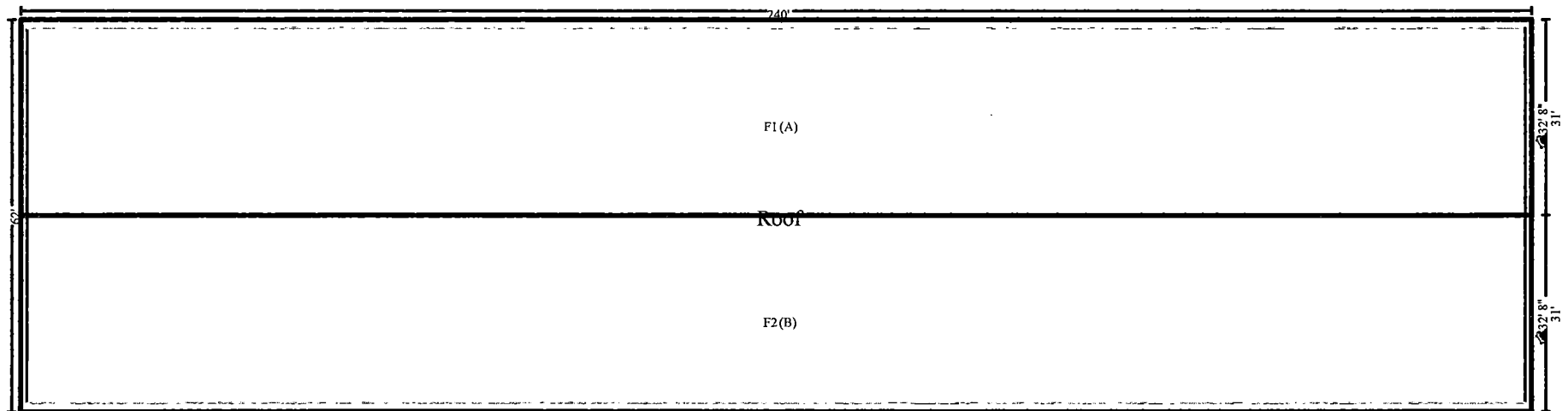
Roof

11510 N Fulton industrial - Roof



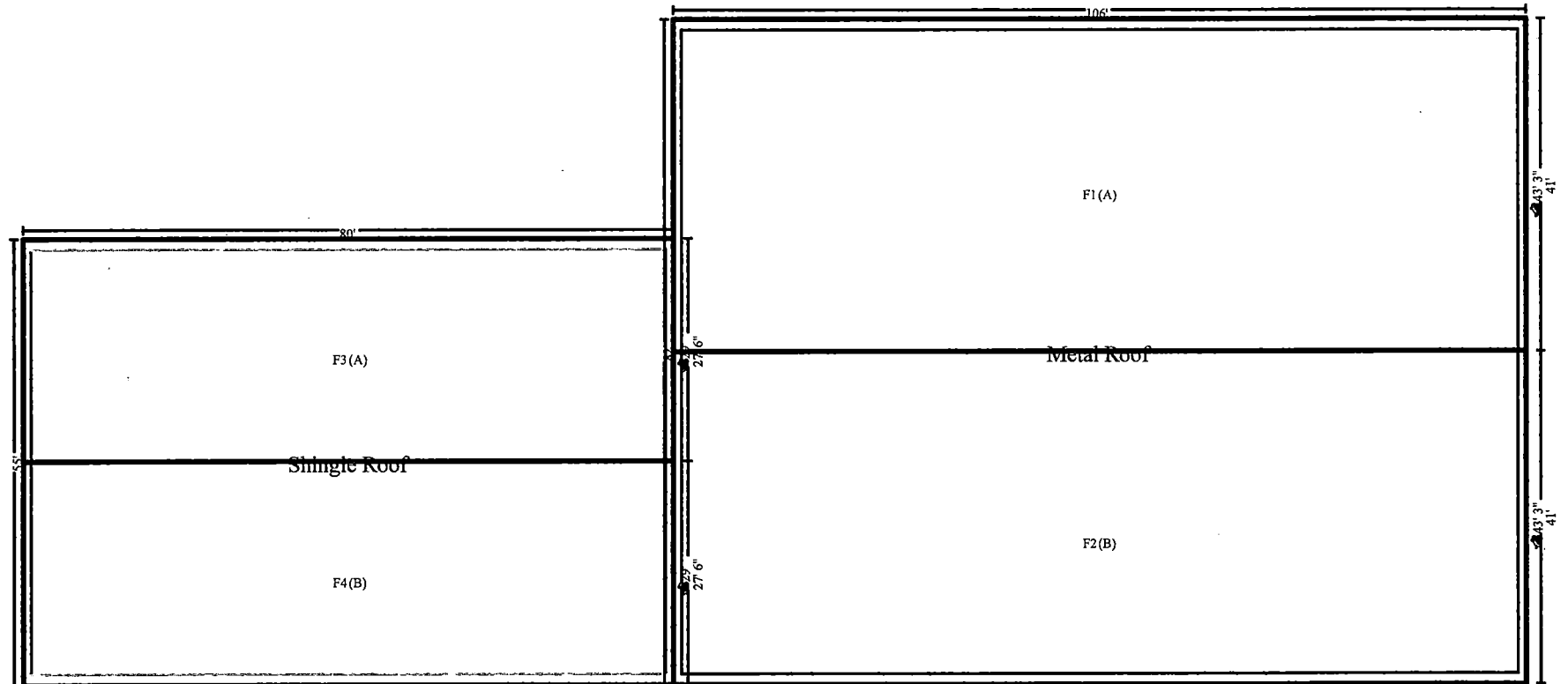
Roof

11515 N Fulton Industrial - Roof



Roof

11525 N Fulton Industrial - Roof



Roof

**IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA**

**PERFORMANCE AUTO COLLISION)
CENTER INC.,)
Plaintiff,)
v.)
STATE AUTOMOBILE MUTUAL)
INSURANCE COMPANY,)
Defendant.)**

**CIVIL ACTION FILE NO.:
23-A-02426-3**

**PLAINTIFF'S FIRST SET OF INTERROGATORIES AND REQUEST FOR
PRODUCTION OF DOCUMENTS DIRECTED TO DEFENDANT**

COMES NOW, Plaintiff, **Performance Auto Collision Center Inc.** , by and through the undersigned counsel, and hereby propounds the following First Set of Interrogatories and Request for Production of Documents to the Defendant, **State Automobile Mutual Insurance Company**, to be answered separately and fully, in writing, under oath, and in accordance with the Georgia Civil Practice Act, O.C.G.A. §§ 9-11-33 and 9-11-34.

GENERAL INSTRUCTIONS

1. You are required to answer and verify the following interrogatories and requests for production of documents within forty-five (45) days of the date of service.
2. Each paragraph below shall operate and be construed independently; and, unless otherwise indicated, no paragraph limits the scope of any other paragraph.
3. In answering these discovery requests, you are required to furnish all information available to You (not merely such information as you know of your own personal knowledge), including information in the possession of your attorneys and accountants, other persons directly or indirectly employed by or connected with you or your attorneys or accountants, or anyone else acting on your behalf or otherwise subject to your control.

4. Your obligation to answer these discovery requests is intended to be continuing in nature; therefore, you are required by O.C.G.A. § 9-11-26 and instructed by the Plaintiff to reasonably & promptly amend or supplement your response if you learn that any prior response is in some material respect incomplete or incorrect, and if the additional or corrective information has not otherwise been made known to Plaintiff during the discovery process or in writing.
5. You are instructed that a failure by you to make, amend, or supplement a response in a timely manner or to otherwise comply with O.C.G.A. § 9-11-26 may result in sanctions against You.
6. The singular includes the plural number, and vice versa. The masculine includes the feminine and neutral genders. The past tense includes the present tense where the clear meaning is distorted by a change of tense.
7. Each document request shall be deemed to call for the production of the original document or documents. If the original is not available, then a copy shall be produced if it differs in any respect from the original or from other copies (e.g., by reason of handwritten, typed, or printed notes or comments having been added to the copy that do not appear on the original).
8. If a request seeks a document that, to your knowledge, does not exist, please state that the document does not exist.
9. Without interfering with the readability of a document, please identify by Bates number or other means the request(s) to which the document is responsive.

10. For each document responsive to any request that is withheld under a claim of privilege, you are required by Uniform Superior Court Rule 5.5 to provide a privilege log containing the following information:

- a. The date the document was prepared or created;
- b. The name and title of the author or authors of the document;
- a. A summary of the subject matter of the document;
- b. The identity of each person or persons (other than those giving solely stenographic or clerical assistance) who assisted the author or authors in creating the document;
- c. The identity of each person to whom the document or the contents of the document have been communicated (either intentionally or inadvertently), the date(s) of such communication, the title of each such person, and the date of such communication;
- d. A statement of the basis on which privilege is claimed; and
- e. The identity and title, if any, of the person or persons providing the information requested in subsections (a) through (f) above.

DEFINITIONS

As used in these interrogatories, the terms listed below are defined as follows:

1. “Document(s)” or “documentation” means any writing of any kind, including originals and all non-identical copies (whether different from the originals by reason of any notation made on such copies or otherwise), including without limitation correspondence, memoranda, notes, desk calendars, diaries, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, invoices, statements, receipts, returns, warranties, guaranties, summaries, pamphlets, books, prospectuses, interoffice and intra-office communications, offers, notations of any sort of conversation, telephone calls, meetings or other

communications, bulletins, magazines, publications, printed matter, photographs, computer printouts, teletypes, faxes, invoices, worksheets and all drafts, alterations, modifications, changes and amendments of any of the foregoing, tapes, tape recordings, transcripts, graphic or aural records or representations of any kind, memorialized depictions of the Property or of Communications relating to the Claim, and electronic, mechanical or electric records or representations of any kind which You have knowledge or which are now or were formally in your actual or constructive possession, custody or control.

2. “Claim” or “Policyholder’s Claim” shall refer to Claim No. PR446473, which was drafted by the Insurance Company and issued to the Policyholder for direct physical loss or direct physical damage to the Property.
3. “Communication” shall mean and include any oral or written utterance, notation, or statement of any nature whatsoever, including but not limited to correspondence, personal conversation, telephone calls, dialogues, discussions, interviews, consultations, telegrams, telexes, cables, memoranda, agreements, notes, and oral, written, or other understandings or agreements. This shall include all written, recorded, or signed statements of any party, including the Policyholder, any adjuster, subcontractor, witnesses, investigators, or agents, representative, or employee of the parties concerning the subject matter of this action.
4. “Identify” shall mean:
 - a. when used to refer to a document, means to state the following:
 - 1.The subject of the document;
 - 2.The title of the document;
 - 3.The type of document (e.g., letter, memorandum, telegram, chart);

4.The date of the document, or if the specific date thereof is unknown, the month and year or other best approximation of such date with reference to other events;

5.The identity of the person or persons who wrote, contributed to, prepared or originated such document; and

6.The present or last known location and custodian of the document.

- b. when used in reference to a *person*, “identify” means to state to the fullest extent possible the person’s name, present or last known address, present or last known telephone number(s), and, if a natural person, the person’s employer and position of employment at the time(s) in question.
- c. when used in reference to a *conversation* or *communication*, “identify” means to state the date and length of the communication, the identity of all parties to the communication, the identity of all other witnesses to the communication, the place where the communication took place (if the communication did not take place in person, set forth the location of each party to and each witness to the communication), and the general subject matter(s) of the communication.
- d. when used in reference to a *claim*, “identify” means to state the date and location the claim arose, the location the claim was defended, the names of the parties involved, the case style, the amount in controversy, and the general nature of the claim.
- e. “Relating to” any given subject means any document, communication, or statement that constitutes, contains, embodies, reflects, identifies, states, refers to, deals with,

touches upon, or is in any manner whatsoever pertinent to that subject and supports, evidences, describes, mentions, refers to, contradicts or comprises the subject.

5. "Including" shall mean "including, but not limited to."
6. "And" and "or" shall be construed conjunctively or disjunctively as required by the context within the scope of a discovery request so as not to exclude any information that might be deemed outside the scope of the request or by any other construction.
7. "Person(s)" shall mean and include a natural person, firm, association, organization, partnership, business trust, corporation (public or private), or government entity.
8. "Parties" includes all named parties in this litigation and their agents, employees, servants, officers, and directors.
9. "Plaintiff" and "Policyholder" mean the above-captioned Plaintiff or the Policyholder listed on PBP 2872095 02 and his/her/its employees, representative, agents, employees, servants, officers, and directors.
10. "Property" or "Insured Property" means the property located at 625 Sims Industrial Blvd., Alpharetta, GA 30009.
11. "You," "Your," "Defendant," and "Insurance Company" means Defendant Insurance Company and its employees, representatives, agents, employees, servants, officers, directors, adjusters, branch claims representatives, regional or home office claims auditors or claims examiners, all claims managers and claims supervisors at any level, executive officers of the company, and all members of any review or claims committee, and each person presently or formerly acting or authorized to act on Defendant's behalf.
12. "Policy" means Policy No. PBP 2872095 02 issued by State Automobile Mutual Insurance Company.

13. "Broker" means an insurance broker, excess/surplus lines broker, licensed insurance agent, managing general agent, or other insurance intermediary involved in the purchase, sale, negotiation, or placement of the Policy.
14. "Coverage Letter(s)" means the correspondence from You to Policyholder dated anytime, regarding Your position as to coverage for the Loss.
15. "Loss" means the event on or around March 25, 2021, in which Policyholder suffered property damage and has consequently incurred extra expenses such as additional living expenses, business income losses, and other losses afforded coverage for under the Policy.
16. "Possession, custody or control" includes the joint or several possession, custody, or control not only by the person to whom these interrogatories are addressed, but also the joint or several possession, custody, or control by each or any other person acting, or purporting to act on behalf of, the Person, whether as an employee, attorney, accountant, agent, sponsor, spokesman, or otherwise.

INTERROGATORIES

1.

Identify any and all Persons involved in any way whatsoever in the investigation, adjustment, and handling of Plaintiff's claim for insurance benefits arising from the Loss on or about March 25, 2021, and for each, please include his/her name, place of employment, address, and telephone number; his/her title, license(s), and certification(s); the date his/her involvement in this claim commenced; the date his/her involvement in this claim concluded; and a description his/her involvement in this claim.

This interrogatory seeks information about every individual involved in the Claim including, but not limited to, Persons employed by the Defendant or retained by Defendant through

a third-party entity. For Defendant's employees specifically, this Interrogatory seeks the name of every employee of Defendant who had anything to do with the Claim.

2.

If any Person identified in Your answer to Interrogatory No. 1 is or was Your employee, agent, or representative, please state whether said Person has been promoted, demoted, terminated, or transferred from March 25, 2021 to present; describe in detail the change in employment status of each such Person, including the circumstances of the Person's employment before and after the change in status; and provide the last-known residence address and telephone number or place of current employment of each such former employee.

3.

Describe each and every investigative step conducted by You, or by anyone on Your behalf, regarding Plaintiff's Claim, beginning with the date and method You received notice of the subject Claim, and identify any and all documents and correspondence (paper or electronic) generated, obtained, or otherwise placed in Your possession, in the course of Your investigation.

4.

Identify each and every person that You expect to call as an expert witness at trial, and for each, please state: the subject matter on which the expert is expected to testify; the substance of the facts and opinions to which the expert is expected to testify; a summary of the grounds for each opinion; the data or other information considered by the expert in forming their opinions; whether a written report has been prepared; and identify the data or other information considered by the expert in forming their opinions & all documents You furnished to the expert.

5.

If You have retained or employed an expert in conjunction with the Claim who is not expected to be called as a witness at trial, please identify said expert(s), and for each, please state their address and contact information.

6.

Please state the date and manner in which You received notice of the Claim; the date and manner in which You acknowledged receipt of the Claim; the date and manner in which You commenced investigation of the Claim; the date and manner in which You requested from the Plaintiff all items, statements, and forms that You reasonably believed, at the time, would be required from the Plaintiff; the date and manner in which You notified the Plaintiff in writing of the acceptance or rejection of the claim; and the date, amount, and reason for any insurance proceed payments You have made to the Plaintiff.

7.

Have You extended coverage for any part of Plaintiff's Claim for insurance benefits, or have You denied or rejected Plaintiff's Claim? If You extended coverage for any part of Plaintiff's Loss, please state with specificity the provisions, endorsements, or any other part of the Policy governing Plaintiff's Loss that supports Your extension of coverage; please state with specificity Your reasons for denying or rejecting any part of Plaintiff's Claim; and include all facts and policy provisions that supported Your decision to deny or reject Plaintiff's Claim. This Interrogatory seeks the above information even if coverage was extended for the Loss but fell below the Plaintiff's deductible.

8.

Do You contend the damage to the Property can be repaired? If so, please state with specificity the method of repair Defendant contends should be used to repair the Property. This request seeks any and all building codes (state, county, city, or municipal), industry standards, and industry practices employed in the investigation, evaluation, and determination of methods used to repair damages caused by the Loss that Defendant states could be used to repair the Property. If such information exists, please state: the name(s), address(es), and telephone number(s) of all Persons who have personal knowledge of any of these industry standards or practices; and identify all documents that support or explain any of these building codes, engineering industry standards, and practices.

If You do not have an answer to this Interrogatory, please affirmatively state none of the above was relied upon in determining if the damage sustained to the Property by the Loss is or was repairable.

9.

Does the Policy owe for anything less than a proper repair of the damaged Property caused by a covered loss? If the Policy does not owe for a proper repair, please state with specificity the provision of the Policy which does not provide for a proper repair.

10.

Please identify any and all written policies, procedures, guidelines, or other documents (including document(s) maintained in physical or electronic form) You maintained for Your internal or third party adjusters to use in the state of Georgia in connection with adjusting tornado losses that were in effect on March 25, 2021 through present.

11.

Please state with specificity the approximate date and event which caused You to anticipate litigation with respect to Plaintiff's cause of action and identify all documents that support or explain any of these facts.

12.

Identify any and all documents (including those maintained electronically) relating to the investigation, claim handling, and adjustment of tornado claims in the state of Georgia that are routinely generated throughout the handling and investigation of such claims (including, but not limited to, Investigation Reports; reserve sheets; electronic claims diaries or similar record logs; claims review reports; and/or any team report relative to this claim) for the two years preceding March 25, 2021 to the present, and state whether any such documents were generated during the investigation and handling of the Claim.

13.

Have any documents (including those maintained electronically) relating to the Claim been destroyed, lost, or disposed of? If so, please identify what, when and why the document was destroyed, and describe Your document retention policy.

14.

Do You contend the Property was damaged by any excluded peril? If so, state the specific provision in the Policy supporting the exclusion and how the exclusion impacted Your claim decision, state in detail Your factual basis for this contention, and identify any documents supporting Your contention.

15.

Do You contend the Plaintiff failed to satisfy any condition, covenant, or duty of the Policy or otherwise breached the Policy? If so, identify each specific condition, covenant, or duty of the Policy You contend the Plaintiff failed to satisfy or breach, and identify all the documents relating to Your assertion and all Persons with knowledge of such facts.

16.

Identify the underwriting documents created or acquired in the formation of the Policy for the Property including any risk reports for the Property that have been generated or obtained at any time, and state if any Notice(s) of Cancellation or Notice(s) of Non-Renewal of the Policy have been issued.

17.

Identify any and all photographs, audio recordings, video recordings, written statements taken, or other memorializing documentation obtained during the course of Your investigation of the Claim. In Your response, please describe in detail what each document depicts or memorializes and state the date when each such document or memorialization was obtained or generated.

18.

Identify any and all repair estimates, invoices, quotes, receipts, or other documentation reflecting the cost or methodology to repair the damages at issue in this Claim, even if said item never left Your possession. In Your response, please describe in detail what each document depicts, when it was generated or obtained, why it was generated or obtained, and state the date when the item was created, received, or requested.

19.

Please identify each Person who assisted You in any way to provide responses to these Interrogatories. For each identified Person, please include the Person's name, place of employment, address, telephone number and relationship to you.

20.

State the good faith factual basis for Your Affirmative Defenses(s), and identify the date, type of document, author(s), recipient(s), and present custodian of every document known or believed by You to refer or relate in any way to the facts You contend support Your Affirmative Defense(s) and comprehensively describe all basis (factual and otherwise), documents, notes, memorandum, reports, or other documentation supporting Your responses to the paragraphs of Plaintiff's Complaint.

REQUEST FOR PRODUCTION OF DOCUMENTS

1.

All documents responsive to Plaintiff's Interrogatories identified in Your responses to Plaintiff's Interrogatories or otherwise reviewed or relied upon in responding to Plaintiff's Interrogatories.

2.

The entire claim file, claims notes, or other similar records from the home, regional, or local offices; third party adjusters or adjusting firms; or ladder assist Persons retained by You regarding the Claim. This request includes, but it not limited to, copies of the file jackets; "field" files and notes; and drafts of documents contained in the file.

To the extent that this request seeks documents from third-party adjusters/adjusting firms, ladder assists, or other Persons retained by the Defendant, this request is only seeking such documents that have been provided to, or are in the control of, the Defendant.

3.

A certified copy of the Policy or insurance policies possessed by Defendant pertaining to the Property involved in this suit.

4.

All documents and tangible things supporting the method You contend could be used to properly repair the damages sustained to the Property as a result of the Loss.

5.

Your written procedures, policies, guidelines, or other similar documentation (including document(s) maintained in electronic form) that pertain to the handling of tornado claims in the state of Georgia for the year preceding March 25, 2021 to present.

6.

Any and all weather reports in Your possession which concern the Property, regardless of whether You relied upon them in making Your claims decision in this matter, for the two years preceding March 25, 2021 to present.

7.

The Operation Guides which relate to the handling of tornado claims in the state of Georgia in effect for the year preceding March 25, 2021 to present.

8.

The field notes, measurements, electronic diary, file materials, or other similar records (including all electronic and paper notes) created, obtained, or maintained by the claims personnel,

contractors, adjusters, engineers, or any other Person who physically inspected the Property or adjusted the Claim.

9.

The emails, instant messages, internal or external correspondence, or any other communication between Defendant and any agent, representative, employee, or other Person pertaining to the Claim.

10.

Defendant's internal newsletters, bulletins, publications, or other memoranda internally circulated which relates to the policies and procedures relied upon in the handling of tornado claims in the state of Georgia that were issued one year preceding March 25, 2021 through the present, including, but not limited to, memoranda issued to claims adjusters.

11.

The price guidelines, price indexes, or other similar information utilized in the creation of any repair estimates prepared, edited, requested, or relied upon by the Defendant. In the event published guidelines of "off the shelf" software (including, but not limited to, Xactimate software) were utilized to inform pricing decisions, You may respond by simply identifying the name, version, and/or edition of the published guidelines used.

12.

Any "Summary of Loss," "Pay sheet," "Payment Log," copy of issued payments, or other similar list or record of payments made by Defendant in relation to the Claim. This includes, but is not limited to, all payments issued to Plaintiff or Plaintiff's agents and representatives; all payments issued to independent adjusters, ladder assists, engineers, or other Persons retained in

Your adjustment of this claim; all copies of any and all checks issued; and all expenses incurred by You in Your adjustment of this claim.

13.

The documents reflecting reserves applied to the Claim.

14.

The contract or agreement between the Defendant and any third-party Person retained in the investigation and adjustment of the Claim. This request includes, but is not limited to, contracts or agreements with ladder assists, independent adjusters, contractors, engineers, meteorologists, or hygienists involved in any way throughout the Claim.

15.

All documents submitted to, or received from, each Person You expect to call as an expert witness at trial. This request includes, but is not limited to: any agreement exchanged or entered into between Defendant and the witness (including proposals not agreed upon and counteroffers to the same); all reports generated by the witness (including drafts); a current *curriculum vitae* for the witness; a list of all other publications authored by the witness; a list of all other cases in which the witness has testified as an expert at trial or by deposition; an invoice showing the compensation paid or owed to the witness; and all documents and tangible things consulted by and relied upon by the witness in forming his or her expert opinion.

16.

All documents submitted to, or received from, each Person Defendant hired or consulted as an expert witness which Defendant does not intend to call as an expert witness at trial in this case. This request includes, but is not limited to: any agreement exchanged or entered into between Defendant and the witness (including proposals not agreed upon and counteroffers to the same);

all reports generated by the witness (including drafts); a current *curriculum vitae* for the witness; a list of all other publications authored by the witness; a list of all other cases in which the witness has testified as an expert at trial or by deposition; an invoice showing the compensation paid or owed to the witness; and all documents and tangible things consulted by and relied upon by the witness in forming his or her expert opinion.

17.

All documents in Your possession concerning the underwriting of the Policy issued for the Property. This request includes, but is not limited to, any risk reports for the Property and any Notice(s) of Cancellation or Notice(s) of Non-Renewal of the Policy for the Property.

18.

All repair estimates, invoices, quotes, receipts, or other documentation Defendant reviewed throughout the adjustment of the Claim which reflect the cost to repair any agreed upon, contested, or suspected damages at issue in the Claim. This request is inclusive of documents not transmitted to the Plaintiff through the adjustment of the Claim.

19.

Any and all photographs, audio recordings, video recordings, written statements taken, or other memorializing documentation obtained during the course of Your investigation of the claim. This request seeks the requested documentation to be produced in a format most similar to the original, in the highest quality version available, and in a format which retains the original metadata.

20.

A copy of the license, registration, certification, or other similar documentation for all Persons retained, employed, or consulted by the Defendant to inspect the Property and/or adjust the Claim.

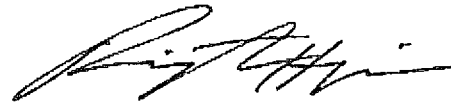
21.

All evidence You intend to introduce at the trial of this matter.

It is requested that the above-requested responses be made within forty-five (45) days of service of this request at the offices of The Huggins Law Firm, LLC, 110 Norcross Street, Roswell, GA 30075.

Dated, this this 24th day of March, 2023.

RESPECTFULLY SUBMITTED,



THE HUGGINS LAW FIRM, LLC
110 Norcross Street
Roswell, GA 30075
(o) (770) 913-6229
(e) remington@lawhuggins.com
(e) mdturner@lawhuggins.com

J. Remington Huggins, Esq.
Georgia Bar No.: 348736
Michael D. Turner, Esq.
Georgia Bar No.: 216414

Attorneys for the Plaintiff

IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIAPERFORMANCE AUTO COLLISION
CENTER INC.,
Plaintiff,

v.

STATE AUTOMOBILE MUTUAL
INSURANCE COMPANY,
a foreign corporation,

Defendant.

CIVIL ACTION FILE NO.:

23-A-02426-3

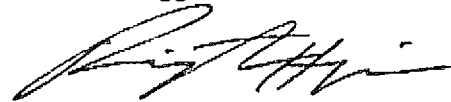
CERTIFICATE OF SERVICE

This is to certify that I have served the foregoing upon the Defendant State Automobile Mutual Insurance Company by serving them with the *Summons, Complaint and Exhibits*, and *Plaintiff's First Set of Interrogatories and Request for Production of Documents* in accordance with the Court's rules to Defendant State Automobile Mutual Insurance Company at the address listed below:

Corporation Service Company
Registered Agent for Defendant State Automobile Mutual Insurance Company
2 Sun Court, Suite 400
Peachtree Corners, GA 30092

Respectfully submitted, this 23rd day of March, 2023.

For: The Huggins Law Firm, LLC,



The Huggins Law Firm, LLC
 110 Norcross Street
 Roswell, GA 30075
 (o) (770) 913-6229
 (e) remington@lawhuggins.com
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J. Remington Huggins, Esq.
 Georgia Bar No.: 348736
 Michael D. Turner, Esq.
 Georgia Bar No.: 216414

Attorneys for the Plaintiff

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

PERFORMANCE AUTO COLLISION CENTER INC.,)	
)	
)	
Plaintiff,)	
)	Civil Action No.
v.)	
)	
STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, a foreign corporation,)	
)	
)	
Defendant)	

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on April 28, 2023, she electronically filed a copy of **STATE AUTOMOBILE MUTUAL INSURANCE COMPANY NOTICE OF REMOVAL** with the United States District Court's Clerk of Court using the CM/ECF system, which will automatically send e-mail notification of such filing to the following attorneys:

J. Remington Huggins
Huggins Law Firm
110 Norcross Street
Roswell, Georgia 30075

ISENBERG & HEWITT, P.C.

/s/ Hilary W. Hunter

Hilary W. Hunter

Georgia Bar No. 742696

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Atlanta, GA 30328

770-351-4400 - O

770-828-0100 - F

Attorney for Defendant